RESOLUTION NO. 176-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PORT OF PALM BEACH'S AUGUST 2003 BASIS OF DESIGN REPORT FOR IMPROVEMENTS TO 13TH STREET; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ADDENDUM TO THE APRIL 17, 2001 INTERLOCAL AGREEMENT FOR ROADWAY IMPROVEMENTS TO 13TH STREET RELATED TO THE PORT'S CRUISE TERMINAL; APPROVING THE APPROPRIATION OF $210,000 FROM GENERAL FUND, FUND BALANCE ACCOUNT 001-00-399999; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 17, 2001, the City of Riviera Beach entered into an Interlocal Agreement with the Port of Palm Beach and Palm Beach County for the financing of roadway improvements on 13th Street, 11th Street and Avenue C related to the construction of the Port's new cruise terminal; and

WHEREAS, Section 8B of the April 17, 2001 Interlocal Agreement states that the City and the Port shall each pay one-half (½) of the Additional Cost Contingency. The term Additional Cost Contingency means ten percent (10%) of the projected cost of $8.4 Million Dollars, or $840,000; and

WHEREAS, the updated August 2003 Basis of Design Report estimates the cost of the roadway improvements (excluding Avenue C due to its future realignment per the City's 2001 Modified Redevelopment Plan) to be $11,190,410; and

WHEREAS, the $11,190,410 exceeds the $8,400,000 by $2,790,410; and

WHEREAS, Palm Beach County, per the Addendum to the 13th Street Interlocal Agreement, has agreed to contribute up to $1,000,000 to be matched with funds from the State of Florida Fast Track Grant funds, and the City and the Port have agreed to contribute $420,000 each.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The August 2003 Basis of Design Report for improvements to 13th Street, 11th Street and Avenue C prepared for the Port of Palm Beach is approved.

Section 2. The Mayor and City Clerk are authorized to execute the "Addendum To The April 17, 2001 Interlocal Agreement For 13th Street And Other Roadway Improvements To Provide Additional Funding From Palm Beach County."

Section 3. That the Finance Director is authorized to appropriate Fund Balance in the General Fund in the amount of $210,000 (Account No. 001-00-399999) to be matched with $210,000 from the Fast Track Grant as the City's share of the "Additional Cost Contingency" per Section 8B of the April 17, 2001 Interlocal Agreement.

Section 4. This resolution shall take effect immediately upon its approval.

[The remainder of page intentionally left blank.]

PASSED and APPROVED this 20th day of August, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

absent
DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: A. Iles

D. Schnyer	aye
S. Blue	aye
D. Wilson	absent
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 8/20/03

RESOLUTION NO. 177-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF LANDSCAPING AT THE I-95 – BLUE HERON BLVD. INTERCHANGE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) will install landscaping at the I-95 – Blue Heron Blvd. Interchange as part of the widening of the interchange at FDOT's cost if the City of Riviera Beach will agree to maintain the landscaping; and

WHEREAS, the FDOT has prepared a Memorandum of Agreement (MOA) to be signed by the FDOT and the City of Riviera Beach to secure this construction; and

WHEREAS, the annual cost to the City to maintain this landscaping is estimated to be $20,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are authorized to execute a MOA with the FDOT to maintain landscaping installed at the I-95 – Blue Heron Blvd. Interchange as part of the I-95 widening project.

SECTION 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 20th day of August, 2003 .

RESOLUTION NO. 177-03
PAGE 2.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

ATTEST

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

SYLVIA LEE BLUE
CHAIR PRO-TEM

absent
DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: A. Iles

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	absent
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY

DATE: 8/13/03

DISTRICT FOUR (4)
MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 20TH day of AUGUST 2003, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, 3400 West Commercial Boulevard, Ft. Lauderdale, Florida, 33309, hereinafter called the **DEPARTMENT** and the **CITY OF RIVIERA BEACH**, 600 W. Blue Heron Blvd, Riviera Beach, FL 33404, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the **AGENCY**.

W I T N E S S E T H:

WHEREAS, the **DEPARTMENT** has jurisdiction over **State Road 9 (I-95)** as part of the State Highway System; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the Department, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain a six (6) lane highway facility as described in Exhibit A attached hereto and incorporated by reference herein, within the corporate limits of the **AGENCY**; and

WHEREAS, the **AGENCY** is of the opinion that said highway facilities that contain landscape medians and areas outside the travel way to the right of way line, excluding standard concrete sidewalk, shall be maintained by periodic trimming, cutting, mowing, fertilizing, litter pick-up and necessary replanting; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **AGENCY** by Resolution No. 77-03 dated AUGUST 20TH, 2003, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **DEPARTMENT** hereby agrees to install or cause to be installed, at its sole expense, landscape, irrigation and hardscape on the highway facilities as specified in plans and specifications hereinafter referred to as the Project and incorporated herein as Exhibit B. Hardscape shall mean any non-standard roadway, sidewalk or median surface such as interlocking pavers, stamped asphalt and stamped concrete.

2. The **AGENCY** agrees to maintain the landscape within the medians and areas outside the travel way to the right of way line by periodic trimming, weeding, cutting, mowing, fertilizing, curb and sidewalk edging, litter pickup and necessary replanting, following the **Department**'s landscape safety and plant care guidelines. The **AGENCY'S** responsibility

for maintenance shall include all landscaped/turfed areas and areas covered with interlocking pavers or similar type surfacing (hardscape) within the median and areas within the travel way to the right of way line, including paver sidewalks, paver intersections and all paver header curbs, stamped asphalt and concrete areas. It shall be the responsibility of the **AGENCY** to restore an unacceptable ride condition of the roadway caused by the differential characteristics of the paver brick and/or the header curb on Department of Transportation right-of-way within the limits of the Project.

Such maintenance to be provided by the **AGENCY** is specifically set out as follows:
To maintain, which means the proper watering and fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper length; to properly prune all plants which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same size and grade as specified in the original plans and specifications. To maintain also means to keep the hardscape areas free from weeds and replacement of any areas becoming in disrepair so as to cause a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

The above named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, repayment, reworking or agreement termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.

3. If at any time after the **AGENCY** has assumed the landscape installation and/or maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT**'s District Secretary that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY,** to place said **AGENCY** on notice thereof. Thereafter the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:

   (a) Maintain the landscape or a part thereof, with **DEPARTMENT** or contractor's personnel and invoice the **AGENCY** for expenses incurred, or

   (b) Terminate the Agreement in accordance with Paragraph 7 of this Agreement and remove, by **DEPARTMENT** or contractor's personnel, all of the

landscape/hardscape installed under this Agreement or any preceding agreements except as to trees and palms and charge the **AGENCY** the reasonable cost of such removal.

4. It is understood between the parties hereto that the landscape covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**. The **AGENCY** shall be given sixty (60) calendar days notice to remove said landscape should it decide to do so after which time the **DEPARTMENT** may remove same. The **DEPARTMENT** shall be under no obligation to replace any landscape.

5. The **DEPARTMENT** agrees to enter into a contract for the installation of landscape project for an amount not to exceed $ 924,997.00 as defined in Exhibit C.

   The **Department**'s participation in the project cost, as described in Exhibit C is limited to only those items which are directly related to this project. The **AGENCY'S** landscape architect or designee shall assist the **DEPARTMENT** in final inspection at the end of the Contractor's 365 day Warrantee and Establishment Period and provide written acceptance of the Project.

6. The **AGENCY** agrees to reimburse the **DEPARTMENT** all monies expended for the project, should the landscape/hardscape areas fail to be maintained in accordance with the terms and conditions of this Agreement.

   This obligation shall last twenty years. Thereafter the **AGENCY** shall still be responsible for maintaining the Landscape/hardscape.

   In the case of a natural disaster neither party will be responsible for replacing the landscape, however, the Agency shall be responsible for emergency clean-up of the landscape area.

7. This Agreement may be terminated under any one (1) of the following conditions:

   (a) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under Paragraph 3, following (30) days written notice.

   (b) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this Agreement.

8. The term of this Agreement commences upon execution.

9. To the extent permitted by law, the **AGENCY** shall indemnify and hold harmless the

DEPARTMENT, its officers and employees from all suits, actions, claims and liability arising out of the **AGENCY**, its contractors, subcontractors and/or consultants' negligent performance of the **AGENCY'S** obligation under this agreement, or due to the failure of the **AGENCY** to maintain the Project in conformance with the standards described in Section 2 of this Agreement.

10. The **AGENCY** may construct additional landscape/hardscape within the limits of the rights-of-ways identified as a result of this document, subject to the following conditions:

    (a) Plans for any new landscape/hardscape shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.

    (b) All landscape shall be developed and implemented in accordance with appropriate state safety and road design standards;

    (c) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional landscape installed;

    (d) No change will be made in the payment terms established under item number five (5) of this Agreement due to any increase in cost to the **DEPARTMENT** resulting from the installation of landscape added under this paragraph.

11. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

12. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than 1 year.

13. The **DEPARTMENT**'s District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and

value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

14. This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.

16. This Agreement and any attachments hereto shall be modified only upon written agreement of the parties.

17. Both parties to this Agreement are, and shall be, in the performance of all work, services and/or activities under this Agreement, independent contractors, and not employees, agents, or servants of each other.

18. Neither party has the power or authority to bind the other in any promise, agreement or representation other than as specifically provided for in this Agreement.

19. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of their Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this agreement shall be deemed valid and enforceable to the extent permitted by law.

20. Any or all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

If to the Department:
State of Florida Department of Transportation
340 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attn: Elisabeth A. Hassett, R.L.A.

If to the Agency:
City of Riviera Beach
600 W. Blue Heron Blvd,
Riviera Beach, FL 33404
Attn: Donald Jacobovitz

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

CITY OF RIVIERA BEACH

By: _____
Michael D. Brown, Mayor

Attest: _____ (SEAL)
Carrie E. Ward,
Master Municipal Clerk

Approval as to Form
and Legal Sufficiency

_____
Pamala H. Ryan
City Attorney

Date: 8/20/03

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____ 8-21-03
Director of Production

Attest: _____ (SEAL)
Executive Secretary

STATE OF FLORIDA • DEPARTMENT OF TRANSPORTATION

Approval as to Form

_____

Date: Aug 21, 2003

SECTION NO.:	**93220**
FM NO.:	**231920-1-52-01**
COUNTY:	**PALMBEACH**
S.R. NO.:	**9 (I-95)**

EXHIBIT A

PROJECT LOCATION

State Road 9 (I-95) from North of Palm Beach Lakes Blvd (M.P. 29.560) to North of Blue Heron Blvd. (M.P. 33.689)

SECTION NO.:	**93220**
FM NO.:	**231920-1-52-01**
COUNTY:	**Palm Beach**
S.R. NO.:	**9 (I-95)**

EXHIBIT C

PROJECT COST

This Exhibit forms an integral part of the DISTRICT FOUR (4) HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Dated: June 4, 2003

I. APPROXIMATE LANDSCAPE & IRRIGATION COST: $942,081.000

RESOLUTION NO. 178-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FOR A 45,743 SQUARE FOOT INDUSTRIAL BUILDING LOCATED ON 2.53 ACRES EAST OF HAVERHILL ROAD SOUTH OF BEELINE HIGHWAY; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Section 31-58, of the City of Riviera Beach Code of Ordinances establishes the requirements for site plan review by the City Council; and,

WHEREAS, Section 31-60 (b), of the City of Riviera Beach Land Development Code requires that all approved Site Plans shall automatically expire within 18 months of its development order unless a valid building permit has been issued; and,

WHEREAS, The Planning & Zoning Board met on July 10, 2003 to review the application and made a recommendation to the City Council of Riviera Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Site Plan for a 45,734 square foot Industrial Building on 2.53 acres located east of Haverhill Road, south of Beeline Highway, is approved with the following conditions:

A. The Applicant will be required to plat the property before a certificate of occupancy is issued.

B. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.

C. All future advertising must state that the development is in the City of Riviera Beach. A fine of $250 per day will be levied against the property owner for violation of this condition.

SECTION 2. This resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

RESOLUTION NO. 178-03
PAGE -2-

PASSED AND APPROVED this 20th day of August, 2003

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

absent
DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: A. Iles

SECONDED BY: S. Blue

D. SCHNYER:	aye
S. BLUE:	aye
D. WILSON:	absent
E. WADE:	aye
A. ILES:	aye

REVIEWED AS TO LEGAL SUFFICENCY

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 8/12/03

MMK/srve

RESOLUTION NO. 179-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PALM BEACH COUNTY DEVELOPMENT REGIONS GRANT AGREEMENT FOR A $48,000 BUSINESS/PUBLIC IMPROVEMENT PROJECT ON AVENUE U AND 13TH STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City applied to Palm Beach County for an economic development grant for business and public improvements on Avenue U and 13th Street; and

WHEREAS, the County has agreed to enter into an agreement with the City for business and public improvements on Avenue U and 13th Street in an amount not to exceed $48,000; and

WHEREAS, the City has provided extensive improvements to Avenue U from Dr. Martin Luther King Jr. Boulevard to 18th Street; and

WHEREAS, the City is desirous of continuing to improve the Avenue U corridor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor and City Clerk to execute a Development Regions Grant Agreement with Palm Beach County for an amount not to exceed $48,000 for business and public improvements on Avenue U and 13th Street.

Section 2. This resolution shall take effect immediately upon its approval.

PASSED and APPROVED this 20th day of August 2003.

PASSED and APPROVED this ____ day of _____, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

~~CARRIE~~ E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

absent
DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: A. Iles

D. Schnyer	aye
S. Blue	aye
D. Wilson	absent
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 8/13/03

Kay/Mick
7.08.03

R2003 1461

PALM BEACH COUNTY DEVELOPMENT REGIONS
GRANT AGREEMENT

THIS AGREEMENT is made as of SEP 2 3 2003, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and the ***City of Riviera Beach***, a public body corporate and politic, hereinafter referred to as GRANTEE.

WITNESSETH:

WHEREAS, it is the policy of the COUNTY to stimulate and encourage economic growth in Palm Beach County; and

WHEREAS, the Board of County Commissioners has determined that providing assistance and support within development regions is essential to a stronger, more balanced, and stable economy in Palm Beach County; and

WHEREAS, GRANTEE wishes to provide such assistance and support by participating in the redevelopment and revitalization of a development region within GRANTEE'S geographic boundaries; and

WHEREAS, the Board of County Commissioners has determined that the GRANTEE is best able to provide such assistance and support, as set forth by the terms of this Agreement; and

WHEREAS, the Board of County Commissioners has determined that it is in the public's best interests to award a grant to the GRANTEE pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

I. GRANTEE'S PERFORMANCE OBLIGATIONS

A. **Redevelopment Activities.** GRANTEE shall contract with one or more qualified entities to perform certain redevelopment activities as more specifically set forth in **Exhibit A**, attached hereto and incorporated herein by reference. Such activities as described in **Exhibit A** shall commence within twelve (12) months of the effective date of this Agreement. GRANTEE shall cause the redevelopment activities contemplated by this Agreement to be completed in accordance with the terms of this Agreement. GRANTEE agrees that it shall be solely liable to COUNTY for performance under this Agreement, and that, in the event of default, GRANTEE shall, as more specifically set forth hereinafter, refund to COUNTY the Grant Award. GRANTEE hereby certifies that it is authorized by law to be so bound.

B. **Grant Award and Job Requirements.** GRANTEE shall cause, as a direct result of the activities set forth in **Exhibit A** to this Agreement, the creation of at least **one (1) full-time or equivalent jobs** and the retention of at least **four (4) full-time or equivalent jobs** in Palm Beach County within twenty (20) months and maintain same for twenty-four (24) months, or through the forty-fourth (44th) month, which ever shall occur first. The grant award is **$9,600** per full-time or equivalent job. The total grant award shall not exceed **$48,000**. In the event the GRANTEE fails to retain/create and/or maintain, all of the aforementioned jobs, GRANTEE shall refund to COUNTY the amount equal to the grant award per job, multiplied by the number of positions not created or maintained. GRANTEE shall provide evidence, satisfactory to COUNTY, substantiating the number, dates and salaries of all jobs retained in Palm Beach County. Such evidence must be provided within thirty-eight (38) months subsequent to the Effective Date of this Agreement. For the purposes hereof, a full-time or equivalent job equals one job totaling 2080 hours annually or two or more positions that together total at least 2080 hours per year, and a part time

or equivalent job equals one job totaling 1040 hours annually or two or more positions that together total at least 1040 hours per year. A job must pay a salary equal to or better than the minimum wage as determined by the Department of Labor. For the purposes of this Agreement, the term salary means wages, gratuities, salaries, commissions, bonuses, drawing accounts (against future earnings), prizes and awards (if given by an employer for the status of employment), vacation pay, sick pay, and other payments consistent with the Florida Department of Labor and Employment Security definitions, paid to employees.

C. **Workforce Development Board.** In the event a job becomes available, the business shall mail the job description to the Workforce Development Board of Palm Beach County, Inc., at the address stated below. It is the intent of this clause to make all opening positions available on a competitive basis.

Kenneth E. Montgomery, Executive Director
Workforce Alliance, Inc.
2051 Martin Luther King Boulevard, Suite 302
Riviera Beach, Florida 33404

D. **Verification of Terms and Conditions.** As a further condition to retaining any Grant funds from COUNTY, the GRANTEE shall provide to COUNTY written verification, satisfactory to COUNTY in its sole discretion, that GRANTEE has satisfied the terms and conditions of this Agreement, or caused the same to be satisfied. GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than the expiration of the forty-eighth (48th) month subsequent to the Effective Date of this Agreement. In the event GRANTEE fails to retain/create the required jobs, or provide the aforementioned verification within the permitted times, GRANTEE shall refund to COUNTY the portion of the grant award paid by COUNTY to GRANTEE for each job not retained/created, or verified.

E. **Material Change of Circumstances.** GRANTEE shall immediately notify COUNTY of any material change of circumstances at the business(es) identified on **Exhibit A** hereto. For the purposes hereof, material change of circumstance shall include, but not be limited to, the failure of the business(es) to diligently and actively pursue fulfillment of the terms hereof, the sale or transfer of more than 10% of the assets or stock or ownership interest in the business(es), the suspension, closing or cessation of operation of the business(es), voluntary or involuntary bankruptcy or an assignment for the benefit of such business(es) creditors. In the event of a material change of circumstances, COUNTY shall have the right to terminate this Agreement, whereupon COUNTY shall have no further obligation to GRANTEE under this Agreement. Any Agreement entered into between GRANTEE and such business(es) shall require such business(es) to immediately notify GRANTEE and COUNTY of a material change of circumstances and shall inform such business(es) of the potential for termination of funding in the event of a material change of circumstances. GRANTEE shall use reasonable diligence to monitor the business(es) to insure that no material change of circumstances occur at such business(es) which COUNTY is not informed of and shall certify to COUNTY the absence of same at the time of any requests for payment hereunder.

F. **Budget Changes.** Project budget changes in **Exhibit A** of up to ten percent (10%) of the amount stated in this Agreement may be approved, in writing, by the Economic Development Coordinator at his discretion during the period of this Agreement. Such requests for budget change must be made in writing by the GRANTEE to the Economic Development Coordinator.

II. PAYMENT PROCEDURES, CONDITIONS

A. **Reimbursement of Eligible Expenses.** Upon satisfaction of conditions set forth herein, COUNTY shall pay GRANTEE a grant award of **$48,000** (the "Grant Award"). GRANTEE shall only be entitled to receive the Grant Award available under this Agreement in reimbursement of expenses related directly to the work as set forth on **Exhibit A**, for the eligible types of expenditures which are identified on **Exhibit B** to this Agreement, which is attached hereto and incorporated herein by reference (the "Eligible Expenses"). To be eligible for reimbursement, such expenses must be:

1. incurred on or after September 23, 2003; and

2. incurred not more than eighteen (18) calendar months subsequent to the Effective Date of the Agreement;

B. **Proper Documentation of Expenses.** Requests for payment of Eligible Expenses incurred after the Effective Date of this Agreement shall be submitted to COUNTY, and shall be accompanied by proper documentation as determined by County in its sole discretion. For the purposes of this paragraph, originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. In the case of invoices that have not first been paid by GRANTEE, GRANTEE shall certify to the COUNTY that each invoice presented for payment relates directly to work satisfactorily completed in accordance with this Agreement.

C. **Reimbursement Deadline.** Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration of the twentieth (20th) calendar month following the Effective Date of this Agreement. If GRANTEE fails to submit any requests for payment of Eligible Expenses by the expiration of the twentieth (20th) calendar month following the Effective Date of this Agreement, then COUNTY'S obligation under this Agreement shall automatically terminate, thereby relieving COUNTY of any future obligations hereunder.

D. **Failure to Comply.** If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement.

E. **Repayment of Funds.** The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of funds, including unlawful and/or unauthorized expenditures discovered after the expiration of this Agreement. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen funds.

F. **Termination of Agreement.** Termination of this Agreement by COUNTY shall relieve COUNTY of any further obligation hereunder. Such termination shall not release GRANTEE from its obligations hereunder, including, without limitation, those relating to verification of jobs retained/created and refunding any unearned portion of the Grant Award. Any portion of the Grant Award which is to be repaid to the COUNTY pursuant to this Agreement is to be repaid by delivering to the COUNTY a cashier's check for the total amount due, payable to Palm Beach County, within ninety (90) days of the COUNTY's demand therefor.

G. **Remedy and Rights.** Nothing contained herein shall be construed as limiting or waiving any rights of COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's rights in the event the GRANTEE fails to comply with the terms of this Agreement.

III. COUNTY'S DEFAULT

A. **Nature of Default Notice.** In the event that the COUNTY fails to comply with the terms of this Agreement, then GRANTEE shall provide the COUNTY with notice detailing the nature of the default, whereupon COUNTY shall have 30 days within which to initiate action to correct the default and 90 days within which to cure the default.

B. **Fail to Cure Default.** In the event that the COUNTY fails to cure the default, GRANTEE shall have the right to terminate this Agreement. The Effective Date of the termination shall be the date of the notice of termination by the GRANTEE.

IV. REPORTING REQUIREMENTS

Commencing six (6) months following the Effective Date of this Agreement, GRANTEE shall submit to COUNTY semi-annual reports satisfactory to COUNTY in its sole discretion in the format set forth on **Exhibit C**, attached hereto and incorporated herein by reference. These reports shall be submitted no later than thirty (30) days following completion of each reporting period. The final semi-annual report shall be submitted to the COUNTY no later than the forty-eighth (48th) month following the Effective Date of this Agreement. All grant payments made pursuant to this Agreement shall be contingent on the receipt and approval of the semi-annual reports required by this paragraph. Failure of GRANTEE to submit satisfactory reports shall entitle COUNTY to terminate this Agreement and demand a refund of the Grant Award.

V. MAXIMUM GRANT AMOUNT

In no event shall the reimbursements made to GRANTEE pursuant to this Agreement exceed the maximum total Grant Award of **forty-eight thousand dollars ($48,000).**

VI. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS

The COUNTY may have an audit, a financial system analysis and/or an internal fiscal control evaluation of the GRANTEE performed by an independent auditing firm employed by the COUNTY or by the COUNTY Internal Auditor, at any time the COUNTY deems necessary to determine the capability of the GRANTEE to fiscally manage the Grant Award. Upon completion of all tasks contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be submitted to the COUNTY if requested.

VII. PERFORMANCE

The parties expressly agree that time is of the essence with regard to performance hereunder and failure by GRANTEE to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of the COUNTY, in addition to any other of the COUNTY'S rights or remedies, relieve the COUNTY of any obligation under this Agreement.

VIII. INDEMNIFICATION

The COUNTY recognizes its liability for certain tortious acts of its agents, officers, and employees to the extent and limit in 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the COUNTY may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.

The GRANTEE recognizes its liability for certain tortious acts of its agents, officers, and employees to the extent and limit in 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the GRANTEE may possess and reserves all such rights

as against any and all claims that may be brought under this Agreement.

IX. GRANTEE INSURANCE REQUIREMENTS

GRANTEE shall, on a primary basis and at its sole expense, agree to maintain at all times during the life of this Agreement, self-insurance, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of self-insurance or insurance maintained by GRANTEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by GRANTEE under the Agreement.

A. **Sovereign Immunity.** Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, GRANTEE reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of **$100,000** Per Person and **$200,000** Per Occurrence; or such monetary waiver limits as set forth by the Florida Legislature.

B. **Liability & Additional Insured.** In the event GRANTEE maintains Commercial General Liability or Business Auto Liability, GRANTEE agrees to maintain said insurance policies at limits not less than **$500,000** per occurrence. GRANTEE further agrees to endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than COUNTY's negligence arising out of this Agreement. **This paragraph does not apply to an indemnity based claims-bill general liability policy.**

C. **Worker's Compensation & Employer's Liability.** GRANTEE agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

D. **Statement or Certificate of Insurance.** GRANTEE agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages to the attention of Palm Beach County, Economic Development Office, Governmental Center, 10th Floor, P.O. Box 1989, West Palm Beach, FL 33402.

E. **County Reserves the Right.** COUNTY, by and through its Risk Management Department, in cooperation with the Office of Economic Development, reserves the right to review, modify, reject or accept any required self-insurance, policies of insurance, including limits, coverages, or endorsements, throughout the life of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any self-insurer or insurer providing coverage because of its poor financial condition or failure to operate legally.

X. AVAILABILITY OF FUNDS

The COUNTY'S obligation to pay under this Agreement is contingent upon annual appropriation for such purpose by the Board of County Commissioners.

XI. REMEDIES, GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XII. NONDISCRIMINATION

The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

XIII. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

XIV. ENTIRE AGREEMENT

The COUNTY and the GRANTEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

XV. CONSTRUCTION

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

XVI. SURVIVAL

The parties' warranties, agreements, covenants and representations set forth in this Agreement shall survive the expiration or termination of this Agreement.

XVII. ASSIGNMENT

GRANTEE may not assign this Agreement or any interest herein without the prior written consent of COUNTY, which may be granted or withheld at COUNTY's sole and absolute discretion.

XVIII. BINDING EFFECT

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

XIX. TERM OF AGREEMENT

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date"). The Agreement will expire no later than forty-eight (48) months after the Effective Date.

XX. HEADINGS

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

XXII. WAIVER

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XXIII. NOTICE

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternately shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Interim Economic Development Coordinator
P.B.C. Governmental Center, 10th Floor
301 North Olive Avenue
West Palm Beach, Florida 33401
561-355-3624
Fax: 561-355-6017

with a copy to:

County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
561-355-2225
Fax: 561-355-4398

and if sent to the GRANTEE shall be mailed to:

William E. Wilkins, City Manager
City Hall
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404
561-845-4010
Fax: 561-840-3353

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

(Remainder of this page was left blank intentionally)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the CITY has hereunto set its hand the day and year above written.

R2003 1461 SEP 23 2003

ATTEST:
DOROTHY H. WILKEN, Clerk

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS:

By: _____
Karen T. Marcus, Chair

ATTEST:

By: _____
Title: City Clerk

CITY OF RIVIERA BEACH
BY ITS BOARD OF COMMISSIONERS:

By: _____
Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Department Director

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
City Department Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
City Attorney

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EXHIBIT A

BUSINESS/PUBLIC IMPROVEMENT PROJECT
AND
PROJECT DESCRIPTION

Project Name: **13th Street Convenience Store Facade Improvement Project and Avenue U Public Infrastructure and Property Improvements**

Description: The project is designed to upgrade and improve the facade and physical appearance of the existing businesses in the Avenue "U" corridor in order to improve the quality of life for the residents of the surrounding neighborhood.

Palm Beach County School Board recently completed a new elementary school. The City of Riviera Beach partnered with the School Board and implemented an infrastructure improvement program which included drainage, sidewalks, street paving, sodding, irrigation and street lighting. These improvements have been completed

The facade improvement project for the convenience store and a barbeque shop may include; exterior building renovations, installing mansard roof, window replacements, painting, landscaping, signage, etc. The public improvements will include the removal of abandoned trailers and debris from public property and may include the placement of decorative street pavers on Avenue U.

Location: Avenue U from MLK Boulevard to 18th Street, including the intersection of 13th Street.

Performance Goal: Full-time or equivalent jobs **to be created** 1
Full-time or equivalent jobs **to be retained** 4

Funding Sources:

Palm Beach County	$ 48,000	GRANT ONLY
City/CRA	$ 403,110	IN KIND IMP. Completed
Private Investment	$ 10,000	LAND LORD
Total Project Cost	$ 461,110	

Contact:
William E. Wilkins, City Manager
City Hall
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404
561-845-4010
Fax: 561-840-3353

EXHIBIT B

LIST OF ELIGIBLE EXPENSES

1. Acquisition of real property.
2. Expansion of existing property.
3. Providing payment of impact fees.
4. Public Improvements.
   (Includes Facade Programs)
5. Construction of new buildings.
6. Renovation of existing buildings.
7. Site development.
8. Machinery & Equipment

EXHIBIT C
SEMI-ANNUAL DEVELOPMENT REGIONS REPORT FORM

Name of Applicant: _____

Contract Year: _____

Semi-Annual Report for the Period of: _____

Do not include in-kind in the below information. Matched local cash (Municipality / CRA / CDC) may include cash values of the following: waiving of utilities and water/sewer hookup costs; waiving of city's occupational license fees; and donation of land, buildings and easements.

Identify the appropriate current status level for each one of the projects in second column below:
(A) Site Development (B) Land Acquisition (C) Rehabilitation/Construction (D) Completed

Business Name	County Award		City/CRA/CDC Award		Private Funds		Total Amount		Current Project Status (See Above)	# of Current Workers Hired Prior the Project	# of Current Part-time Workers Hired since the Beginning of the Project	# of Current Full-time Workers Hired since the Beginning of the Project
	Paid this Period	Paid Total	Paid this Period	Paid Total	Paid this Period	Paid Total	Paid this Period	Paid Total				

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 08/26/03

PRODUCER
ARTHUR J GALLAGHER & CO
8200 NW 41st Street, Ste. 200
Miami, FL 33166
305 592-8060

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

INSURER A: UNITED NATIONAL INSURANCE CO.
INSURER B: MIDWEST EMPLOYERS CASUALTY CO.
INSURER C:
INSURER D:
INSURER E:

8/26/03

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	CP0065367	10/01/02	10/01/03	EACH OCCURRENCE	$SEE BELOW
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CP0065367	10/01/02	10/01/03	COMBINED SINGLE LIMIT (Ea accident)	$SEE BELOW
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CP0065367	10/01/02	10/01/03	WC STATU-TORY LIMITS OTH-ER	
B		2901-SO-FL	10/01/02	10/01/03	E.L. EACH ACCIDENT	$SEE BELOW
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Palm Beach County Offices Board of County Commissioner is included as an additional insured on Commercial General Liability (RE:Grant Agreement).

GL LIMITS: $500,000 PER OCCURRENCE INCLUDING $100,000 SIR
(See Attached Descriptions)

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

Palm Beach County
Offices Of Economic Development
Governmental Center, 10th Floor
P.O. Box 1989
West Palm Beach, FL 33402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

DESCRIPTIONS (Continued from Page 1)

AL LIMITS: $500,000 PER OCCURRENCE INCLUDING $100,000 SIR
COMPANY A WC/EL LIMIT: $175,000 EXCESS OF $275,000 SIR
COMPANY B WC LIMIT: STATUTORY EXCESS OF $450,000 RETENTION
COMPANY B EL LIMIT: $1,000,000 EXCESS OF $450,000 RETENTION

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the Board of County Commissioners certify this to be a true and correct copy of the original filed in my office on September 23, 2003
DATED at West Palm Beach, FL on 1-20-04
DOROTHY H. WILKEN, Clerk
By: Glendia G. Harvey D.C

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY FLORIDA

RESOLUTION NO. 180-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT TO R.C.T. ENGINEERING, INC., (R.C.T.) FOR PROVIDING POST DESIGN ENGINEERING SERVICES RELATED TO THE INSTALLATION OF A 20" DIAMETER WATER TRANSMISSION LINE CONNECTION AND STRUCTURAL IMPROVEMENTS TO BOOST THE WATER PRESSURE IN THE WESTERN AREAS OF THE CITY, IN THE AMOUNT OF $425.40; AND AUTHORIZING PAYMENT FROM ACCOUNT NO. 407-1437-5330-3103; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Via Resolution No. 110-02, the consulting engineering firm of R.C.T. Engineering, Inc., was authorized to provide post design engineering services related to the installation of a 20" diameter water transmission line connection and structural improvements to boost the water pressure in the western area of the City. The project has been satisfactorily completed; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS.

SECTION 1: That the City Council hereby authorizes the final payment to R.C.T. Engineering, Inc., for post design engineering services rendered in the amount of $425.40.

SECTION 2: That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 407-1437-5330-3103.

SECTION 3: That this Resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 180-03
PAGE 2

PASSED AND APPROVED this 20th day of AUGUST, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

absent
DONALD R. WILSON
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: A. Iles

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	absent
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY

DATE: 7/30/03

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RESOLUTION NO. 181-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING APPROVAL FOR THE EMERGENCY CONTRACT AND AWARD THE BID TO MACK AND SON, THE LOWEST RESPONSIVE BIDDER, FOR THE DEMOLITION OF CONSOLIDATED UTILITIES, LOCATED IN THE VICINITY OF 45TH STREET AND HAVERHILL ROAD, IN THE AMOUNT OF $26,475.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF $26,475.00 FROM THE UTILITIES CONTINGENCY ACCOUNT (401-1437-533-0-5999) TO THE REPAIR & MAINTENANCE-BUILDING ACCOUNT (401-1437-533-0-4602); AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 401-1437-533-0-4602; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, due to the emergency nature of this project, the Utilities Department did not issue a Request for Proposal (RFP) to specialized vendors to bid on the demolition of the Consolidated Utilities which is located in the vicinity of 45th Street and Haverhill Road; and

WHEREAS, this work is necessary due to the general safety concerns and the well being of our citizens, relieving any liability that would occur if someone became injured while trespassing on City-owned grounds.

WHEREAS, staff recommends that City Council approve the contract and bid award to Mack and Son for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the City Council hereby accepts the contract and bid in the amount of $26,475.00.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute the contract from Mack and Son.

SECTION 3: That the Mayor and Finance Director are authorized to transfer funds from the Utilities Contingency Fund Account No. 401-1437-533-0-5999 to Repair & Maintenance-Building Account No. 401-1437-533-0-4602 from which payment will be made.

SECTION 4: This Resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 181-03
PAGE 2

PASSED AND APPROVED this 20th day of AUGUST, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

absent
DONALD R. WILSON
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	absent
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: _____

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RESOLUTION NO. 182-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FROM THE GENERAL FUND CONTINGENCY ACCOUNT NO. 001-0203-519-0-5999 TO THE CITY ATTORNEY'S CONTRACT SERVICES ACCOUNT NO. 001-0613-514-0-3101 THE AMOUNT OF $17,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, because of unanticipated expenditures to defend land use lawsuits and other legal matters there will be a shortfall in City Attorney's contract services line item account of approximately $15,000 to $17,000; and

WHEREAS, due to the shortfall, funds need to be transferred from the general fund contingency account to cover legal expenses through the end of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, that:

SECTION ONE. The Finance Director is hereby authorized to transfer $17,000 from General Fund Contingency Account No. 001-0203-519-0-5999 to the City Attorney's Contract Services Account No. 001-0613-5140-3101.

SECTION TWO. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED and **APPROVED** this 20th day of August, 2003.

PASSED AND APPROVED this 20 day of August, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

absent
DONALD R. WILSON
COUNCILPERSON

(MUNICIPAL SEAL)

ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: S. Blue

D. SCHNYER: aye

S. BLUE: aye

D. WILSON: absent

E. WADE: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICENCY

PAMALA H. RYAN, CITY ATTORNEY

DATE: 8/12/03

PHR:syj
03/25/03

RESOLUTION NO. 183 -03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE "AGENCY") TO ISSUE TAX INCREMENT REDEVELOPMENT REVENUE BONDS (THE "BONDS") IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) UPON TERMS HEREINAFTER DESCRIBED; AUTHORIZING THE AGENCY TO ISSUE, PRIOR TO THE ISSUANCE OF THE BONDS, BOND ANTICIPATION NOTES (THE "NOTES") IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION DOLLARS ($2,000,000), UPON TERMS HEREIN DESCRIBED; PROVIDING FOR THE CITY'S COVENANT TO BUDGET AND APPROPRIATE THE CITY'S LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY DEBT SERVICE ON THE NOTES UPON THE TERMS AND CONDITIONS HEREIN DESCRIBED; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ALL OTHER THINGS NECESSARY TO ASSIST THE AGENCY IN THE ISSUANCE OF THE NOTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Ordinance No. 1017 (as amended and supplemented) enacted by the City Council of the City of Riviera Beach, Florida (the "City Council") as the governing body of the City of Riviera Beach, Florida (the "City"), the Riviera Beach Community Redevelopment Agency was created; and

WHEREAS, the City Council has been requested pursuant to the terms of Resolution No. 2003-3 adopted by the Board of Commissioners (the "Board") of the Riviera Beach Community Redevelopment Agency (the "Agency") on this date (the "Agency Requesting Resolution") to authorize the issuance of the Agency's Tax Increment Redevelopment Revenue Bonds (the "Bonds") pursuant to Section 163.385, Florida Statutes, in the aggregate principal amount of not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000), said Bonds to be sold at public or private sale upon terms and conditions determined appropriate and acceptable to the Agency; and

WHEREAS, the City Council has also been requested pursuant to the terms of the Agency Requesting Resolution, to authorize the issuance and sale of the Agency's Bond Anticipation Notes (the "Notes") prior to the issuance of the Bonds, pursuant to Section 163.385, Florida Statutes, and Section 215.431, Florida Statutes, in the aggregate principal amount of not exceeding Two Million Dollars ($2,000,000); said Notes to be sold to Wachovia Bank, National Association (the "Bank") on a negotiated basis pursuant to the terms of the Bank's commitment dated July 10, 2003 (the "Commitment"); and

WHEREAS, pursuant to the terms of the Commitment and as a condition of the Bank agreeing to purchase the Notes, the City Council, pursuant to the Agency Requesting Resolution, has been requested to provide additional security for the payment of debt service on the Notes, by covenanting to budget and appropriate its legally available non-ad valorem revenues, whenever the Agency's tax increment revenues and/or the first net proceeds of the Bonds, when issued, are insufficient or not available to pay debt service on the Notes; and

WHEREAS, the City Council deems it appropriate and necessary in order for the Agency to issue its Notes to authorize and approve the issuance of the Bonds for the purpose of paying the principal of the Notes when due or, sooner, if the Agency elects to redeem the Notes prior to the final maturity of such Notes; and

WHEREAS, the City Council deems it appropriate and in the public's interest to authorize and approve the issuance and sale to the Bank of the Agency's Notes for the purpose of funding the development and implementation of certain redevelopment projects provided for in the Agency's 2001 Community Redevelopment Plan, as the same exists from time to time; and

WHEREAS, in connection with the issuance and sale of the Notes, the City Council deems it appropriate, and in the public's interest to accept the terms of the Commitment including, but not limited to, the City's covenant to budget and appropriate the City's legally available non-ad valorem revenues, whenever necessary, to pay debt service on the Notes, if the tax increment revenues and/or the first net proceeds from the Bonds, when issued, are insufficient and/or unavailable to pay debt service on the Notes when due.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. All of the above recitals are true and correct.

Section 2. The terms and provisions of the Commitment of the Bank are hereby approved and accepted.

Section 3. That pursuant to Section 163.385, Florida Statutes, and Section 215.431, Florida Statutes, and in order for the Riviera Beach Community Redevelopment Agency (the "Agency") to issue the Notes, the Agency is hereby authorized to issue and sell at public or private sale Tax Increment Redevelopment Revenue Bonds (the "Bonds") in the aggregate principal amount of not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000), said Bonds to be sold upon the terms and conditions determined appropriate and acceptable to the Agency.

Section 4. That pursuant to Section 163.385, Florida Statutes, the Agency is hereby authorized to issue and sell, on a negotiated basis to the Bank, pursuant to the terms and provisions of the Commitment and resolutions of the Agency reflecting the terms of such Commitment and other provisions deemed appropriate by the Agency and the Bank, its Bond Anticipation Notes (the "Notes") in the aggregate principal amount of not to exceed Two Million Dollars ($2,000,000).

Section 5. The City hereby covenants to budget and appropriate in its Annual Budget, by amendment if necessary, from Legally Available Non-Ad Valorem Revenues in each Fiscal Year, sufficient moneys to pay, when due, the principal of and interest on the Notes in such Fiscal Year, whenever a Deficiency exists, until the Notes are paid in full. Such covenant and agreement on the part of the City shall be cumulative to the extent not paid, and shall continue until Legally Available Non-Ad Valorem Revenues or other available funds in amounts sufficient to make all required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs now provided or maintained by the City, which generate Non Ad-Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Legally Available Non-Ad Valorem Revenues, nor, except as provided in the next succeeding paragraph, does it preclude the City from pledging in the future a particular source or sources of Non-Ad Valorem Revenues. Such covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues is subject in all respects to the payment of obligations heretofore or hereafter (but only to the extent permitted by the next succeeding paragraph) entered into, including but not limited to the payment of debt service on bonds and other debt instruments of the City. However, the covenant to budget and appropriate in its Annual Budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Legally Available Non-Ad Valorem Revenues and placing on the City a positive duty to budget and appropriate, by amendment if necessary, amounts sufficient to meet its obligations hereunder.

The City recognizes that the covenants of the City contained in this Resolution are a material inducement to the Bank, as purchaser of the Notes. The City agrees that if for any reason the Agency has failed to timely pay the principal of and interest on the Notes as the same become due and payable, any holder of the Notes may directly enforce the City's obligations hereunder and, upon written demand of such Noteholder, the City will make payments directly to such Noteholder. The City may not amend in any respect or repeal this Resolution without the written consent of the holders of all Notes.

The average of the City's Legally Available Non-Ad Valorem Revenues for the two most recently ended Fiscal Year must cover existing and projected maximum annual debt service on debt secured by or payable from such revenues by at least 1.5 to 1.

For purposes of this Section 5, the capitalized terms used herein shall have the following meanings:

"Annual Budget" means the annual budget prepared by the City for each Fiscal Year in accordance with the laws of the State of Florida.

"Deficiency" means during any period or on any date debt service on the Notes can not be paid as a result of the Agency's tax increment revenues received pursuant to Section 163.387, Florida Statutes being insufficient for such purpose and/or as a result of the first net proceeds of the Bonds, when issued, not being available or being insufficient for such purpose.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the City pursuant to general law.

"Legally Available Non-Ad Valorem Revenues" means all revenues of the City derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of principal and interest on the Notes whenever a Deficiency exists and is continuing, but only after provision has been made by the Issuer for payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, or which are legally mandated by applicable law.

The City's covenant to budget and appropriate its Legally Available Non-Ad Valorem Revenues shall not be or constitute general obligations or indebtedness of the City within the meaning of the Constitution of Florida, but shall be payable solely from and secured by the City's covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues, in the manner and to the extent herein provided. No holder of the Notes shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form on any real or personal property to pay such Notes or the interest thereon, nor shall any holder be entitled to payment of such principal and interest from any other funds of the City other than the Legally Available Non-Ad Valorem Revenues, all in the manner and to the extent herein provided. The holders shall have no lien upon any real or tangible personal property of or in the City.

Section 6.

If the City is ever required to use its Legally Available Non-Ad Valorem Revenues to cure a Deficiency, the Agency shall be obligated to repay such moneys from the Agency's first legally available tax increment revenues. Notwithstanding the foregoing, the City recognizes and agrees that the Agency's obligation to repay the City will be subordinate to any bonds or notes (including the Notes) issued by the Agency in furtherance of its 2001 Community Redevelopment Plan.

Section 7. The Agency is hereby authorized to execute in its corporate capacity, in its discretion, such documentation as it deems necessary and appropriate to complete the issuance and sale of said Bonds and Notes.

Section 8. The Mayor, the City Manager, the Financial Director and any other proper official of the City, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

Section 9. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 20th day of August, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: A. Iles
SECONDED BY: E. Wade

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	absent
E. WADE	aye
A. ILES	aye

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

absent
DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 8/20/03

RESOLUTION NO. 184-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SECOND ADDENDUM TO THE CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES WITH ECONOMICS RESEARCH ASSOCIATES (ERA) TO PROVIDE FOR AN UPDATE ON VACANT LOT INVENTORY IN THE CITY'S IN-FILL HOUSING PROGRAM FOR AN ADDITIONAL AMOUNT OF $2,000.00, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE "PROFESSIONAL SERVICES –OTHER", ACCOUNT NO. 609-0717-559-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council directed staff to develop strategies for redevelopment in the non-CRA areas of the City; and

WHEREAS, the Community Financing Consortium, Inc., provided a $4,000.00 grant to assist in the completion of a housing market study; and

WHEREAS, the City matched the grant with $10,000.00 from the City's Housing Trust Fund; and

WHEREAS, the updating of a vacant lot inventory will provide valuable information for the City's infill housing strategy; and

WHEREAS, the additional $2,000.00 needed for the vacant lot inventory update exceeds the City Manager's signature authority.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA THAT:

SECTION 1. That City Council hereby authorizes the City Manager to execute a Second Addendum to the Contract for Consulting/Professional Services between the City of Riviera Beach and Economics Research Associates (ERA) to provide for a vacant lot inventory update in the City's In-fill Housing Program.

SECTION 2. That the Finance Director is hereby authorized to make payment from the "Professional Services-Other", Account No. 609-0717-559-0-3106.

SECTION 3. That a copy of the Second Addendum to the Contract for Consulting/Professional Services between the City of Riviera Beach and Economics Research Associates (ERA) is attached hereto and made part of this Resolution.

SECTION 4. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 20th day August, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

[Municipal Seal]

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

absent
DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned by:	A. Iles
Seconded by:	S. Blue

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	absent
E. WADE	aye
A. ILES	aye

PDW.dpm080603]

Reviewed as to legal sufficiency

By: Pamala H. Ryan
Pamala Hanna Ryan
City Attorney
Date: 8/15/03

SECOND ADDENDUM TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND ECONOMICS RESEARCH ASSOCIATES (ERA)

THIS SECOND ADDENDUM is entered into on this 20 day of August, 2003, by and between the **City of Riviera Beach**, a Florida municipal corporation, hereinafter referred to as "CITY" and **Economics Research Associates (ERA)**, a corporation authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT".

W I T N E S S E T H:

WHEREAS, the City Council directed staff to develop strategies for redevelopment in the non-CRA areas of the City; and

WHEREAS, on January 1, 2003, CITY entered into a Contract for Consulting/Professional Services with CONSULTANT for the purpose of providing a housing marketing study on ideal housing mix; and

WHEREAS, the Community Financing Consortium, Inc., provided a $4,000.00 grant to assist in the completion of a housing market study; and

WHEREAS, the City matched the grant with $10,000.00 from the City's Housing Trust Fund; and

WHEREAS, the updating of a vacant lot inventory will provide valuable information for the City's infill housing strategy; and

WHEREAS, the additional $2,000 needed for the vacant lot inventory update exceeds the City Manager's signature authority.

NOW, THEREFORE, the parties hereby agree as follows:

1. That Economics Research Associates, Inc. will provide a vacant lot inventory update for an additional amount of $2,000.00.

2. In all other respects, the terms of the original Contract shall remain the same.

3. This addendum shall take effect on the date first signed above.

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date first indicated above.

CITY OF RIVIERA BEACH, FLORIDA

By: _____
MICHAEL D. BROWN
MAYOR

CONSULTANT
ECONOMICS RESEARCH ASSOCIATES (ERA)

By: _____
PATRICK L. PHILLIPS
PRESIDENT

Attest:

By: _____
CARRIE E. WARD, MMC
CITY CLERK

Reviewed as to legal sufficiency

By: _____
Pamala Hanna Ryan
City Attorney
Date: 8/15/03

RESOLUTION NO. 185-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT WITH PALM BEACH COUNTY TO RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF $240,000, TO IMPLEMENT THE NORTHWEST NEIGHBORHOOD STRATEGY AREA PHASE V PROJECT; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT, FURTHER AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUNDS AND SET UP A BUDGET FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 18, 2002, per resolution number 224-02, the City Council approved the submittal of an application to Palm Beach County for receiving funds under the Community Development Block Grant program; and

WHEREAS, County staff has recommended to the County Commission approval of the application in the amount of $240,000; and

WHEREAS, The City and Palm Beach County desire to enter into an agreement to implement the Northwest Neighborhood Strategy Area Phase V Project, reconstruction of West 25th Street from Old Dixie Highway to Avenue M.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The agreement between the City of Riviera Beach and Palm Beach County for receiving Community Development Block Grant Fund is approved.

SECTION 2. The Mayor and City Clerk are authorized to execute the agreement.

SECTION 3. The Finance Director is authorized to appropriate fund balance in the paving and drainage construction account in the amount of $200,000, transfer same to CDBG Grant Fund for West 25th Street Improvement Account Number 108, and set up a budget in the amount of $440,000.00 as follows:

Professional Services, Survey and Design	$30,000.00
Professional Services, Inspection and testing	$20,000.00
Construction	$390,000.00

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: E. Wade

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 8/27/03

26TH

AUSTRALIAN

26TH

PROJECT SITE

25TH

24TH

BLUE HERON

23RD

OLD DIXIE

AVENUE L

N

0 70 140 280 420 560 Feet

CITY OF RIVIERA BEACH

Enlarged Area

LOCATION MAP
West 25th Street Project

Legend

- Parcel Boundary
- Street Center Line
- Municipal Boundary
- W. 25th Street

Map Created on September, 2003
by the City of Riviera Beach Community Development Dept.

D:projects/engineering/25th street/location map_25th Street_b.mxd

R2003 1699

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CITY OF RIVIERA BEACH

THIS AGREEMENT, entered into this _____ day of OCT 21 2003, 2003, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the City of Riviera Beach, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accord with the Annual Consolidated Plan, and the City of Riviera Beach , desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the City of Riviera Beach to implement such undertakings of the Community Development Block Grant Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

PART I

DEFINITION AND PURPOSE

1. DEFINITIONS

(1) "County" means Palm Beach County.
(2) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
(3) "HCD" means Palm Beach County Housing and Community Development.
(4) "Municipality" means the City of Riviera Beach.
(5) "HCD Approval" means the written approval of the HCD Director or his designee.
(6) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
(7) "Low and moderate income persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in Part II of this Agreement. At least fifty-one percent (51%) of the beneficiaries of a project funded under this Agreement must be low-and moderate-income persons.

PART II

SCOPE OF SERVICES

The Municipality shall, in a satisfactory and proper manner as determined by HCD, perform the tasks necessary to conduct the program outlined in Exhibit "A", and submit invoices using the cover sheet in Exhibit "B", both of which are attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF PAYMENT

1. MAXIMUM COMPENSATION
The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement, which shall not be unreasonably withheld. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of $240,000 for the period of October 7, 2003, through and including September 30, 2004. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

2. TIME OF PERFORMANCE
The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD under grant No. B-03-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to September 30, 2004.

3. METHOD OF PAYMENT
The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. In no event shall the County provide advance funding to the Municipality or any subcontractors hereunder.
Requests by the Municipality for payments or reimbursements shall be accompanied by proper documentation of expenditures. The Municipality shall not request reimbursement for payments made by the Municipality after the expiration date of this Agreement. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Municipality and HCD. For purposes of this section, originals of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. When original documents cannot be presented, the Municipality must adequately justify their absence, in writing, and furnish copies.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in HCD Policies and Procedures memoranda. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by HCD. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HCD Director or designee.
Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HCD Director or designee within forty-five (45) days of said official notification.

(2) FINANCIAL ACCOUNTABILITY
The County may have a financial systems analysis and/or an audit of the Municipality, or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

(3) SUBCONTRACTS
Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to HCD and approved by HCD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts.

All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the HCD Director or his designee.

(4) PURCHASING
All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, as well as Federal Management Circulars A-87, A-102, A-128, and 24CFR Part 85 (also known as the Common Rule), which are incorporated herein by reference.

(5) REPORTS, AUDITS, AND EVALUATIONS
Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this agreement.

(6) ADDITIONAL HCD, COUNTY, AND U.S. HUD REQUIREMENTS
HCD shall have the right under this Agreement to suspend or terminate payments until the Municipality complies with any additional conditions that may be imposed by HCD, the County or U.S. HUD at any time.

(7) PRIOR WRITTEN APPROVALS-SUMMARY
The following activities among others require the prior written approval of the HCD Director or designee to be eligible for reimbursement or payment:

(a) All subcontracts and agreements pursuant to this Agreement;
(b) All capital equipment expenditures of $1,000 or more;
(c) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
(d) All change orders; and
(e) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A, and
(f) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

(8) PROGRAM-GENERATED INCOME
All income earned by the Municipality from activities financed in whole or in part by funds provided hereunder must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. The Municipality shall report its plan to utilize such income to HCD, and said plan shall require the prior written approval of the HCD Director or designee. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.
In addition to the foregoing, Program Income, as defined by 24 CFR 570.500(a), may be retained by the Municipality. Program Income shall be utilized to undertake activities specified in Exhibit A of this Agreement, and all provisions of this Agreement shall apply to said activities. Any Program Income on hand at, or received after, the expiration of this Agreement shall be returned to the County.

PART IV

GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE
The Municipality agrees that no person shall on the ground of race, color, disability, national origin, religion, age, financial status, or sex be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.
To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

2. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES
In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women- owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

3. PROGRAM BENEFICIARIES
At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate- income persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than thirty percent (30%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in Exhibit A of this Agreement. The Municipality shall provide written verification of compliance to HCD upon HCD's request.

4. EVALUATION AND MONITORING
The Municipality agrees that HCD will carry out periodic monitoring and evaluation activities as determined necessary by HCD or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to HCD, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HCD or the County. The Municipality shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Municipality shall provide information as requested by HCD to enable HCD to complete reports required by the County or HUD. The Municipality shall allow HCD, the County, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by HCD or HUD.

5. AUDITS AND INSPECTIONS
At any time during normal business hours and as often as HCD, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to HCD, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.
The Municipality agrees to comply with the provisions of the Single Audit Act of 1984, as amended, as it pertains to this Agreement. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-87, A-102, A-133, and other applicable regulations within one hundred and eighty (180) days after the end of any fiscal year covered by this agreement in which Federal funds from all sources are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit or audited financial statements, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

6. DATA BECOMES COUNTY PROPERTY
All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County or HCD. Upon completion of all work contemplated under this agreement copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event the municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

7. INDEMNIFICATION
Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida

Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

8. INSURANCE

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, the Municipality reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of $100,000 Per Person and $200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains Commercial General Liability or Business Auto Liability, the Municipality agrees to maintain said insurance policies at limits not less than $100,000 Per Person and $200,000 Per Occurrence. The Municipality agrees to endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than County's negligence arising out of this project or Agreement. **This paragraph does not apply to liability policies which afford only indemnity based claims-bill coverage.**

The Municipality agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

The Municipality agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages, which the Municipality shall deliver to HCD at its office at 3323 Belvedere Road, Building 501, West Palm Beach, Florida 33406.

The Municipality agrees its self-insurance or insurance shall be primary as respects to any coverage afforded to or maintained by County.

The Municipality agrees compliance with the foregoing insurance requirements is not intended to nor construed to relieve the Municipality of its liability and obligations under this Agreement.

9. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

10. CONFLICT OF INTEREST

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to HCD provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project target area.

11. CITIZEN PARTICIPATION

The Municipality shall cooperate with HCD in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out the provisions of this agreement. Representatives of the Municipality shall attend meetings and assist HCD in the implementation of the Citizen Participation Plan, as requested by HCD.

12. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by HCD in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize HCD's support for all activities made possible with funds made available under this Agreement.

13. CONTRACT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the contract; and all of said documents taken as a whole constitute the contract between the parties hereto and are as fully a part of the contract as if they were set forth verbatim and at length herein:

(1) This Agreement, including its Exhibits
(2) Office of Management and Budget Circulars A-87, A-102, A-133, and 24CFR Part 85
(3) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990
(4) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended
(5) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended
(6) Florida Statutes, Chapter 112
(7) Palm Beach County Purchasing Ordinance
(8) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended
(9) The Municipality's personnel policies and job descriptions
(10) The Municipality's Certificate of Insurance

All of these documents will be maintained on file at HCD. The Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

14. TERMINATION

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Municipality with funds under this Agreement shall be returned to HCD or the County.

In the event of termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Municipality, and the County may withhold any payment to the Municipality for set-off purposes until such time as the exact amount of damages due to the County from the Municipality is determined.

(1) TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving written notice of such termination to the other party and specifying therein the effective date of termination.

(2) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement through and including the date of termination.

(3) TERMINATION DUE TO CESSATION

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the U.S. HUD specifies.

15. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

16. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

17. NOTICES
All notices required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 3323 Belvedere Road, Building 501, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on page one (1) of this Agreement.

18. INDEPENDENT AGENT AND EMPLOYEES
The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

19. NO FORFEITURE
The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

20. PUBLIC ENTITY CRIMES
As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

21. COUNTERPARTS OF THE AGREEMENT
This Agreement, consisting of sixteen (16) enumerated pages which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

THIS SPACE LEFT BLANK INTENTIONALLY

22. ENTIRE UNDERSTANDING
This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this OCT 21 2003 day of _____, 2003.

(MUNICIPALITY SEAL)

CITY OF RIVIERA BEACH

BY:_____
Michael Brown, Mayor

By:_____
Carrie E. Ward, City Clerk

BY:_____
Attorney for Municipality
(Signature Optional)

(COUNTY SEAL)

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FLORIDA

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By:_____
Karen Marcus, Chair
Board of County Commissioners

ATTEST: Dorothy H. Wilken, Clerk
Board of County Commissioners

By:_____
Deputy Clerk

Document No.: R2003 1699

Approved as to Form and Legal Sufficiency

By:_____
Tammy K. Fields
Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By:_____
Amin Houry, Manager
Housing and Capital Improvements

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EXHIBIT "A"
WORK PROGRAM NARRATIVE

I. THE MUNICIPALITY AGREES TO:

A. PROFESSIONAL SERVICES: **The Municipality shall procure the services of an engineering consultant for this project** to provide design services to create plans and specifications for Phase V of the street improvements in the N. W. Target Area in the City of Riviera Beach. The consultant shall also prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractor and provide other professional services customarily provided by similar professionals provision of which must be approved by the County. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should such abatement become necessary. The Municipality shall also procure the services of all other consultants and/or sub-consultants needed for the project such as surveyors, and testing services. The cost of all consultants/sub-consultants for this project shall be funded by the Municipality.

The procurement process of the consultant shall also incorporate any sub-consultants which shall be funded as reimbursables under the consultant's contract for services. Reimbursement for sub-consultants shall be at cost. Such sub-consultants may include surveyors, testing services, or others as deemed necessary for the nature of the project.

Alternatively, the Municipality shall have the option to of performing any portion of the consultants' and/or sub-consultants' services described above by its own staff provided such staff possesses the necessary competency to do so.

B. PROJECT SCOPE : The scope of Phase V of the street improvements in the N. W. Target Area, subject to funding availability, shall include the following :

- Street improvements to include: storm water drainage, curbs, gutters, sidewalks, paving, landscaping, relocation of water/sewer lines, adjustment of sewer laterals/water meters/valves, retaining walls, resetting of chain link fences and any other incidental work associated with such improvements on West 25th Street (between Old Dixie Hwy and Avenue 'M') in the City of Riviera Beach.

NOTE 1: The Municipality shall submit its bid package and drawings/specifications to HCD and obtain a letter of approval prior to bidding the construction work.

NOTE 2: The Municipality shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of HCD.

NOTE 3: The Municipality shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract. The Municipality shall obtain HCD approval prior to awarding the construction contract to be funded through this Agreement. After awarding such contract the Municipality shall obtain HCD approval prior to executing any change orders to such contract.

NOTE 4: The Municipality shall not request reimbursement from HCD for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

The Municipality further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.

C. ASBESTOS REQUIREMENTS: The Municipality shall comply with all applicable requirements contained in Exhibit C, attached hereto, for construction work in connection with the project funded through this Agreement.

D. DAVIS-BACON ACT: The Municipality shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work. The Municipality shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and contract.

E. BONDING REQUIREMENTS: The Municipality shall comply with the requirements of 24CFR Part 85 in regard to bid guarantees, performance bonds, and payment bonds.

F. CONSTRUCTION PAYMENT RETAINAGE: The Municipality shall apply a retainage of at least 5% on all construction draws which retainages shall be released in conjunction with the final draw upon satisfactory completion of the project. The Municipality agrees not to release such retainages until it has obtained approval from the County that the contractor and subcontractors have complied with the requirements of the Davis-Bacon Act.

G. FORMER PROJECTS: The Municipality shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.

H. WORK SCHEDULE: The time frame for completion of the outlined activities shall be September 30, 2004.

Complete Design & Bid Documents	Dec 31, 2003
Advertise & Accept Bids	Jan 31, 2004
Award Contract	Feb 28, 2004
Start Construction	Mar 31 2004
Complete Construction	Aug 31, 2004
Submit Final Invoice	Sep 30, 2004

I. REPORTS: The Municipality shall submit detailed monthly progress reports to Housing and Community Development outlining the status of specific activities under each project. Each report must account for the total activity for which the Municipality is reimbursed in part or in whole, with CDBG funds and which is required in fulfillment of their obligations regarding the projects. The progress reports should be mainly in the form of a narrative. The progress reports shall be used as an additional basis for invoice reimbursement.

J. USE OF THE PROJECT FACILITY: The Municipality agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of ten (10) years after the expiration date of this agreement (as may be amended from time to time):

a. The Municipality may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
   1. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
   2. The requirements of paragraph (b) of this section are met.

b. If the Municipality determines after consultation with affected citizens, that it is appropriate to change the use of the facility/property to a use which does not qualify under paragraph (a) (1) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

c. Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (b) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration of this Agreement.

K. SECTION 3 REQUIREMENTS: The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this agreement. Information on Section 3 is available at HCD upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution

of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

II. THE COUNTY AGREES TO:

A. Provide funding for the above specified improvements as described above in "ProjectScope", during the term of this Agreement, in the amount of $240,000. However, the County shall not provide any funding for the construction work until it is assured that sufficient funds are available to complete the project.

B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.

C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced as determined by HCD and will serve to ensure compliance with U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HCD on program activities.

D. The County shall perform an environmental review of the project, and review and approve project design and bids submitted for the work. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.

E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in II.A above:

i) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
ii) Cost of soil testing.
iii) Reproduction costs of plans and specifications for the project.
iv) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditures it deems appropriate for this project.

EXHIBIT "B' LETTERHEAD STATIONARY

TO: Remar M. Harvin, Director
Housing and Community Development
3323 Belvedere Road, Building #501
West Palm Beach, FL 33406

FROM: Name of Subgrantee:_____

Address:_____

Phone:_____

RE: INVOICE REIMBURSEMENT

_____

Attached, you will find Invoice #_____, requesting reimbursement in the amount of $_____. The expenditures for this invoice covers the period _____ through _____. You will also find attached back-up original documentation relating to the expenditures being invoiced.

_____
Approved for Payment

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EXHIBIT "C"
ASBESTOS REQUIREMENTS

PART A - SPECIAL CONDITIONS - ASBESTOS - PROCEDURES FOR REHABILITATION AND DEMOLITION OF STRUCTURES: The provisions of this part apply to all rehabilitation and demolition work contemplated in this agreement and described in Exhibit A of this agreement:

1. ASBESTOS NOTIFICATION

Federal and state asbestos regulations require, prior to the rehabilitation or demolition of any structure:

(1) an inspection for asbestos-containing materials (ACM),
(2) removal of specified ACM, and
(3) an asbestos notification of rehabilitation or demolition received at least ten (10) business days prior to demolition.

To meet requirements #1 and #2 above, the Municipality shall request the County to survey the all structure(s) to be rehabilitated or demolished in connection with this agreement for the presence of ACM and the Municipality shall make every effort to remove Regulated Asbestos-Containing Material (RACM) and Category II Non-Friable ACM (e.g. asbestos-cement board and shingles) before commencing any rehabilitation or demolition work on such structure(s). If not attached, it is the Municipality responsibility to contact the Project Manager of the County department overseeing this project, or the County's Risk Management/Loss Control section to obtain:

(A) a copy of the pre-rehabilitation or pre-demolition asbestos, inspection report; and
(B) a copy of the County's Risk Management/Loss Control's memo addressed to the County department overseeing this project.

To meet requirement #3 above for rehabilitation or demolition work, the Municipality is responsible for submitting a complete and accurate asbestos notification form titled "Notice of Asbestos Removal Project" [i.e. NESHAP notification, 40 CFR Part 61.145(b)], for each separate address where work will be performed to the below listed agencies at least 10 business days prior to demolition. The 4-copy forms are available from the Department of Environmental Protection and the County's Risk Management/Loss Control.

SEND ORIGINAL TO:	SEND YELLOW COPY TO:
State Asbestos Coordinator FL Dept. of Environmental Protection 2600 Blair Stone Road Tallahassee, FL 32399-2409	Environmental Specialist FL Dept. Of Environmental Protection P. O. Box 15425 West Palm Beach, FL 33416-5425

SEND PINK COPY OR FAX OF ORIGINAL TO:

PBC Risk Management/Loss Control
Attn: NESHAP
P.O. Box 21229
West Palm Beach, FL 33416-1229
FAX: (561) 233-5420

The Municipality must notify the County's Risk Management/Loss Control (phone (561) 233-5430) immediately if the demolition Start Date changes. No demolition may start before the Start Date on the NESHAP notification and no demolition may occur without the notice to proceed from the County department. It is the responsibility of the Municipality to call and submit revised NESHAP notification to the above listed agencies, adhering to required NESHAP time frames.

The Municipality is responsible for physical checking the structure(s) before submitting the NESHAP notification to ensure that all RACM and Category II ACM, as identified in the pre-rehabilitation or pre-demolition asbestos inspection report, have been removed. If RACM or Category II ACM is discovered, the Municipality shall immediately contact the County's Project Manager or Loss Control.

2. WORK PRACTICES

The Municipality will utilize wet methods to control airborne emissions during the demolition process and during loading onto transport vehicles, regardless whether Category I is present or not. The Municipality is responsible for supplying water meters, hoses, and adequate volume of water to the demolition site.

If the Municipality during the course of work observes, uncovers, or otherwise becomes aware of the existence of any asbestos-cement pipe, pieces, or material at the site to which the Municipality or any subcontractor, supplier, or other person may be exposed, the Municipality shall immediately notify the County and confirm any verbal notice in writing. The County shall promptly consult with the Project Engineer concerning such condition and determine the necessity of the County retaining special consultants or qualified experts. The Municipality shall not perform any work near or in connection with the suspect material until receipt of special written instructions from the County.

The Municipality will ensure that all subcontractors follow these procedures.

PRE-WORK SUBMITTALS
The Municipality shall submit the name of the Asbestos Contractor and a copy of his/her Florida Asbestos Contractor license to the Palm Beach County department coordinating

Recycling of any building materials with either presumed or confirmed asbestos-containing Category I (e.g. floor tile, sheet vinyl, and/or roofing materials) is not permitted, unless written authorization is provided to the Municipality by the County.

3. OSHA AND FLORIDA STATUTES COMPLIANCE
In accordance with OSHA, (reference 29 CFR 1926.1101) in the event ACM is present the Municipality must have a competent person onsite who: (1) is capable of identifying existing asbestos hazards in the workplace, (2) is capable of selecting the appropriate control strategy for asbestos exposure, and (3) has the authority to take prompt corrective action to eliminate them. This person must be trained in accordance with Chapter 469 Florida Statutes as an onsite supervisor.
Copies of training certificates of the onsite supervisor shall be made available to the County upon request.

4. ROOFING - REMOVAL OF CONFIRMED OR PRESUMED ASBESTOS-CONTAINING BITUMINOUS ROOFING MATERIALS
It is the responsibility of the Municipality to determine if the roofing materials do not contain asbestos. If the Municipality wishes not to sample and analyze for asbestos, the materials will be presumed to contain asbestos and handled accordingly. If the Municipality elects to sample the roof system, she/he must first notify the County of the sampling, including date, location, and number of samples to be collected. The bulk sample analyses must be performed by a NVLAP-accredited laboratory (NVLAP is the National Voluntary Laboratory Accreditation Program). Results, if proven less than one percent asbestos, shall be provided to the County prior to the start of any work.

The Municipality will be required to meet all Federal, State, and Local regulations pertaining to the handling, removal, and disposal of confirmed or presumed asbestos-containing roofing materials. This includes, but is not limited to:

(1) Meeting the requirements listed in Chapter 469.012(2) & (3) Florida Statutes regarding training of onsite roofing supervisors involved in the removal of asbestos containing bituminous resinous roofing materials, and;
(2) Utilizing removal methods that will maintain the roofing material's Category I non-friable status and will not create dust, i.e. employ methods other than sanding, grinding, drilling, abrading, rotary blade or saw cutting. Suggested methods are slicing, shearing, or punch cutting while using wet methods where feasible.

In the event ACM is found, the Municipality will submit the following documentation to the County department coordinating this project.

(1) Copies of training certificates of the onsite roofing supervisor in compliance with the current requirements of Chapter 469 Florida Statutes;
(2) Resume of the onsite roofing supervisor documenting asbestos-containing roofing removal jobs performed wit h the last two (2) years;
(3) Approval of a landfill to accept confirmed or presumed asbestos-containing roofing material and any conditions associated with its acceptance, and;
(4) A plan of action, as specified by OSHA 29 CFR 1926.1101 which addresses:
   a. Method of removal
   b. Worker protection
   c. Protection of building occupants and ventilation systems
   d. Method and location of disposal

PART B - SPECIAL CONDITIONS - ASBESTOS - PROCEDURES FOR NEW CONSTRUCTION AND REHABILITATION AND DEMOLITION OF STRUCTURES: The provisions of this part apply to new construction work and to all rehabilitation and demolition work contemplated in this agreement and described in Exhibit A of this agreement:

1. HANDLING AND DISPOSAL OF ASBESTOS CEMENT PIPE

GENERAL
Federal regulations (40 CFR Part 61, Subpart M) classify asbestos-cement pipe (AC pipe) as Category II non-friable asbestos-containing material. AC pipe must be handled in a manner which will maintain this classification. Therefore, all cutting and disposal of AC pipe must be performed by a Florida Licensed Asbestos Contractor.

The Municipality will make every effort to identify and quantify the locating of known AC pipe and material prior to onset of work.

If the Municipality during the course of work observes, uncovers, or otherwise becomes aware of the existence of any asbestos-cement pipe, pieces, or material at the site to which the Municipality or any subcontractor, supplier, or other person may be exposed, the Municipality shall immediately notify the County and confirm any verbal notice in writing. The County shall promptly consult with the Project Engineer concerning such condition and determine the necessity of the County retaining special consultants or qualified experts. The Municipality shall not perform any work near or in connection with the suspect material until receipt of special written instructions from the County.

The Municipality will ensure that all subcontractors follow these procedures.

PRE-WORK SUBMITTALS
The Municipality shall submit the name of the Asbestos Contractor and a copy of his/her Florida Asbestos Contractor license to the Palm Beach County department coordinating this project, prior to start of work.

WORKER PROTECTION
Licensed asbestos contractors will comply with the requirements of OSHA 29 CFR 1929.1101 concerning worker protection.

EXECUTION OF WORK
AC pipe will be kept wet during all phases of removal. No visible emissions are permitted. Wet the pipe using an airless sprayer or utilize available water.

Apply dropcloth of 6-mil poly to the area beneath and a minimum of 3 feet beyond the section of pipe to be cut.

Break, cut, or snap pipe into sections suitable in size to the disposal facility. Abrasive disc saws are prohibited.

Apply lockdown encapsulant to exposed edges of pipe. Pick up all pipe debris that may have fallen outside dropcloth.

Use of compressed air to clean AC pipes is prohibited.

At no time should AC pipe or pieces by mixed in with fill.

DISPOSAL
Wrap pipe in existing dropcloth. Transfer pipe to a clean dropcloth outside the trench, and wrap and secure in second layer of 6-mil poly.

Affix the following labels to the exterior of each separately wrapped section of pipe. Labels are to be waterproof, legible, and large enough in size to be readily visible:

First Label:
CAUTION
Contains Asbestos Fibers
Avoid Opening or Breaking Container
Breathing Asbestos is Hazardous to Your Health

Second Label:
DANGER
Contains Asbestos Fibers
Avoid Breathing Dust
Cancer and Lung Disease Hazard
Breathing Airborne Asbestos, Tremolite, Anthophyllite or
Actinolite Fibers is Hazardous to Your Health

Third Label:
RQ HAZARDOUS SUBSTANCE
Solid, NOS
ORM-E, NA9188
(Asbestos)

Fourth Label:
Label each container with the name of the generator (owner) and the location at which the waste was generated.

Properly dispose of all AC pipe generated each day. All wrapped sections may be stored in a secure, locked enclosure pending disposal, if authorized by owner.
At no time are section pieces of AC pipe to be left on the worksite uncapped and unsecured at the end of the workday.

All vehicles and/or containers used to haul asbestos-containing waste material shall be lined with a minimum or 6-mil poly layer.
Label trucks used to transport asbestos-containing waste material during loading and unloading as follows (refer to 29 CFR 1910.145(d)(4) for sign format):

DANGER
Asbestos Dust Hazard
Cancer and Lung Disease Hazard
Authorized Personnel Only

POST WORK SUBMITTALS
The Municipality or Asbestos Contractor, as waste generator shall complete a Waste Shipment Record (WSR) for each shipment of asbestos-cement pipe disposed. Refer to 40 CFR Part 61, Revision Final Rule for an example of WSR or contact Palm Beach County Risk Management/Loss Control.

The Municipality or his designated subcontractor will submit the following documents to the Palm Beach County department coordinating this project prior to payment.

- A copy of the WSR prior to shipment.
- A copy of the WSR signed by the disposal facility within thirty-five (35) days of shipment.

PART C - SPECIAL CONDITIONS - REGULATIONS: The provisions of this part apply to all projects contemplated in this agreement and described in Exhibit A of this agreement:

Environmental Protection Agency: 40 CFR Part 61 National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision Final Rule November 20, 1990.

Occupational Safety and Health Administration: 29 CFR 1926.1101 - Asbestos, Construction Industry Standard.

Department of Business and Professional Regulations, Chapter 469 Florida Statutes, Licensure of Consultants and Contractors.

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RESOLUTION NO. 186-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH TIKI DOCKSIDE DINING, INC. TO OPERATE A RESTAURANT FROM THE CITY OF RIVIERA BEACH MUNICIPAL MARINA FOR ONE YEAR WITH A TENTATIVE OPENING DATE OF JANUARY 1, 2004; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach wishes to enter into a lease agreement with Tiki Dockside Dining, Inc.; and

WHEREAS, the lease agreement will allow Keith Ragon and Robert Gregory to utilize space at the Riviera Beach Municipal Marina to operate Tiki Dockside Dining, Inc., a restaurant, lounge and store; and

WHEREAS, the lease agreement will be for a term of one year with a tentative start date of January 1, 2004.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the City Council approves the lease agreement with Tiki Dockside Dining, Inc.

SECTION 2. That the Mayor and City Clerk are authorized to execute the agreement on behalf of the City.

SECTION 3. That this Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 3rd **day of** September **2003.**

RESOLUTION NO. 186-03
PAGE 2

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/27/03

RESOLUTION NO. 186-03
PAGE 3

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D.SCHNYER	nay
S.BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

LEASE

This **LEASE** entered into this ___ day of _____ 2003, by and between the **City of Riviera Beach, Florida,** a municipal corporation, hereinafter referred to as "Landlord", whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, and **Tiki Dockside Dining, Inc.,** a Florida corporation, authorized to do business in the State of Florida, hereinafter referred to as "Tenant" whose principal office is located at 12970 N. Shore Drive, Palm Beach Gardens, FL 33410.

WITNESSETH

WHEREAS, the Landlord is the owner of certain real property located at 200 East 13th Street, Riviera Beach, FL 33404; and

WHEREAS, the Landlord requested proposals from private companies to operate a restaurant and ships store at the above described location and the Tenant submitted a proposal, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Tenant was selected by the Landlord from proposals submitted to the Landlord to operate a restaurant/ships store.

NOW, THEREFORE, in consideration of the covenants herein contained, on the part of the Tenant to be kept and performed, the Landlord does hereby Lease to the Tenant that certain space designated as Marina Restaurant and Ship's Store Space, hereinafter referred to as the "Premises" or "Leased Premises", consisting of approximately 900 square feet of air conditioned and outdoor decking located at the Riviera Beach Municipal Marina as shown on Exhibit "B" which is attached hereto and made a part hereof.

To Have and to Hold the same on the following terms and conditions:

1. RENT

(a) Base Rent: Tenant shall deposit with Landlord the sum of $2,500.00, representing the first and second month's rent. Tenant shall, thereafter, pay Landlord base rent in the amount of $1,250.00 per month for the third and fourth month's rent and thereafter during the term of this Lease the sum of $2,500.00 per month. The reduced rental amount for the first four (4) months of this Lease are in consideration of Tenant improving the Premises as provided in this Lease. The rent is payable on the 1st day of the month commencing on the Commencement Date.

(b) All rent payments shall be due and payable at Landlord's office at 200 East 13th Street, Riviera Beach, FL 33404, or at such other place as may be designated in writing by Landlord, in advance without demand together with other monthly payments as set forth herein together with applicable Florida Sales Tax on all such payments. Mailing the rent does not constitute payment. It must be received at the designated address to be considered paid. In the event Landlord has not received such rent and other payments due under the terms of this Lease, Landlord may terminate this lease. In the event Landlord opts, at its sole discretion, to continue under the terms of this Agreement, in addition to any other remedy provided for herein, Tenant shall also pay a late fee equal to 5% of the payment that is past due. If Tenant's check is returned unpaid by the bank, Tenant shall pay Landlord an additional charge of $28.00 to cover the expense of process and thereafter Landlord shall have the right to require all payments to be made in the form of cash, cashier's check, or money order.

(c) All taxes, charges, costs, assessments, insurance and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and late charges that may accrue thereon in the event of the failure of Tenant to pay those items and all other damages, costs, expenses and sums that Landlord may suffer or incur, or that may become due by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, shall be deemed to be additional rent and in the event of non-payment, Landlord shall have all rights and remedies as herein provided for failure to pay rent.

2. LEASE TERM

The Term of this Lease shall be for sixteen months beginning on the later of the following: (i) on the date upon which Landlord delivers exclusive possession of the Leased Premises to Tenant or (ii) at the end of Tenant's Inspection Period as defined below ("Commencement Date") and terminating on the last day of the sixteenth month after the Commencement Date unless sooner terminated in accordance with the terms of this Agreement. Any option to renew shall solely by reserved to Landlord upon any such terms and conditions as Landlord shall see fit. Notwithstanding the foregoing, Tenant's tenancy shall continue until Landlord shall have given Tenant a minimum of ninety (90) days written notice to vacate the leased Premises. For the purposes of this Lease, Tenant's "Inspection Period" shall be thirty (30) days beginning on the date on which the City Council approves this Lease. During the Inspection Period, Tenant may, at Tenant's sole discretion, choose to not go forward with this Lease and may terminate Tenant's obligations hereunder by giving written notice to the Landlord on or before the last day of the Inspection Period. During the Inspection Period, Tenant may conduct testing, evaluations and analysis of the Premises to determine whether the Premises are suitable for Tenant's use and may further improve the Premises should Tenant determine that the Premises are suitable.

3. USE

(a) Tenant, its successors and assigns, shall use the Leased Premises exclusively for the purposes of operating a Restaurant and Ship's Store. Restaurant operations shall

include serving, three times a day, (i.e., breakfast, lunch and dinner) hot and cold meals and beverages both on the premises and to go and selling beer, wine and other alcoholic beverages (with appropriate permits and licenses). Ship's Store operations shall include, but need not be limited to, sale of canned foods, limited boating maintenance and repair supplies, boating and water sports supplies and equipment, tobacco products, toiletries, laundry supplies, fishing supplies, ice, wearing apparel, including t-shirts and other souvenir type items, sunglasses, and suntan lotions and may include tobacco products and alcoholic beverages. Landlord shall provide notice and a two week cure period prior to declaring Tenant in default under this paragraph.

(b) The Premises may not be used for illegal, immoral or improper purposes.

(c) Tenant's failure to comply with any of the requirements set forth in this Section shall be deemed a material breach of this Lease and grounds for termination of same.

4. TENANT'S OPERATIONS

(a) Tenant shall employ or lease a suitable and sufficient staff to operate Tenant's Restaurant and Ship's Store at the Premises. All persons employed by Tenant shall be employees of Tenant, and in no event shall the Landlord be deemed to be an employer of any persons working for Tenant. The Tenant agrees to obtain a written acknowledgement signed by each of its employees acknowledging that they are employees solely of the Tenant and will look only to the Tenant for employee benefits and payroll. The Tenant agrees that each person employed or associated with the Tenant shall be required to maintain a neat, clean appearance and conduct himself/herself in a professional manner; and, in that regard, the Tenant will cooperate with the Landlord (including giving due consideration to any complaint registered with the Landlord with respect to such person or persons) to assure that such required appearance and conduct is maintained at all times.

(b) Tenant shall cause all of its employees to wear badges or uniforms prominently identifying the worker as an employee of the Tenant. The Tenant shall keep records of all employees and work schedules so as to assure proper identification of its employees and to assure its employees are using Tenant's identification properly.

(c) Tenant shall comply with the Rules and Regulations promulgated by or on behalf of the Landlord relating to the conduct of Tenant and others doing business at the Marina and their invitees, as they presently exist or as they may be amended from time to time. The Landlord's current Marina Rules and Regulations are attached as Exhibit "C".

5. PARKING

Tenant is given the right of fifteen (15) automobile parking spaces located in close proximity of the Leased Premises, and Tenant may provide clearly marked signs "Restaurant Parking Only. Violators Will Be Towed" or similar language. Tenant shall have the right to tow automobiles parked illegally in Tenant's spaces. In addition, customers arriving by boat

shall be permitted to dock, and the Marina shall set aside space for this purpose to the extent available and practicable, without a dockage fee, provided such customers show a valid receipt from the restaurant or ship's store. Tenant may be given two (2) slips and may rent additional slips for this purpose. Landlord shall not allow liveaboards on boats adjacent to the Leased Premises. "Liveaboards" for the purpose of this section shall be defined as any vessel contemplated as being docked at the marina for a period of one (1) month or greater and which is intended to be occupied by the owner(s) thereof as a residence. All other vessels shall be deemed as transients and not fall within the provisions of this section.

6. PREPARATION OF PREMISES/(If Any)

(a) Prior to occupancy, Tenant shall obtain any and all licenses and permits necessary for operation of a restaurant and ship's store.

(b) Post occupancy, Tenant shall be responsible for cleaning and vacating premises in accordance with Section 12.

7. IMPROVEMENTS

(a) Within three weeks of the Commencement Date of this Agreement, the City agrees to timely process permit applications that comply with the law and within thirty (30) days of Commencement Date, the Tenant agrees to begin installation at Tenant's expense One Hundred Thousand 00/100 Dollars ($100,000.00) in improvements ("Improvements") to enhance the value and attractiveness of the Tenant's use of the facilities as a restaurant and ships store, (hereinafter "Improvements"), which Improvements shall at a minimum include but not be limited to:

(1) New comfortable seating with backs and tables sufficient to accommodate a minimum of 150 patrons including the bar area.

(2) Repair, replacement and expansion of the existing canopy. Such repair, replacement and expansion shall include the installation of ceiling fans in sufficient numbers so as to provide a cool and comfortable dining atmosphere and the installation of isinglass or other similar barrier so that the area may be used during inclement weather.

(b) Prior to making any Improvements, Tenant shall submit to Landlord in writing a detailed description of the proposed Improvements. Any such proposed Improvements shall be subject to final approval by the City Manager. Tenant agrees all Improvements made by Tenant shall remain upon the Premises at the expiration or earlier termination of the Lease and shall become the property of Landlord.

(c) Tenant further agrees that in order to assure compliance with this Section, Tenant shall deposit the sum of One Hundred Thousand 00/100 Dollars ($100,000.00) in trust with Gary, Dytrych & Ryan, P.A. ("Escrow Agent") to be held by Escrow Agent in a separate non-interest bearing escrow account. Said deposit shall occur within five (5) days of

execution of this agreement. Escrow Agent shall disburse the funds from time to time based upon presentation to the Escrow Agent of invoices for construction and/or completion of the Improvements until all such sums shall be withdrawn. Thereupon, Tenant shall have no further obligations to implement any other Improvements. However, Tenant shall be required to maintain all Improvements in as good condition as when completed, reasonable wear and tear excepted. In the event Tenant fails to improve the Premises to the full sum herein agreed upon, Landlord shall, in addition to all other remedies provided for in this agreement, have the right to continue and/or complete such Improvements and pay for same with the remaining funds held in escrow.

(d) In the event, that this lease shall terminate at the end of the Lease Term, Landlord agrees to reimburse tenant for the moneys expended by Tenant on improvements in the maximum amount of One Hundred Thousand 00/100 Dollars ($100,000.00) less five percent (5%) depreciation (prorated) and any salvage value, which salvage value shall not include moveable equipment and furniture, provided such termination is the result of Landlord's failure to renew the lease. In the event the parties mutually agree on an extension to this Lease Term (as hereinafter provided), such depreciation shall be at five (5%) percent per year (prorated) for each year Tenant occupies the Premises beyond the initial Term. Should the lease be renewed for a period equaling five (5) years, thereafter, Landlord shall be under no obligation to reimburse Tenant for any Improvements made to the Premises.

8. DELAY IN DELIVERY OF POSSESSION

(a) If Landlord is unable to give exclusive possession of the Premises to Tenant for any reason, within six months after all parties have executed this Lease, the parties' obligations under this Lease shall automatically terminate. Landlord shall not be liable for failure to deliver possession on said date.

(b) Tenant has been advised by Landlord of the existence of the current tenant's right of first refusal and the following lawsuit: Coach's Manatee Club, Inc., (hereinafter Coach's) against City of Riviera Beach, Case No.: CA-02-0262 AO, currently pending in the Circuit Court of the 15th Judicial Circuit In and For Palm Beach County, Florida wherein Coach's is seeking to enforce its right of first refusal under the current lease agreement. Tenant has had an opportunity to investigate and become familiar with the lease agreement and with the proceedings in the Lawsuit. Further, the Tenant understands that while Coach's is not currently seeking injunctive relief in the Lawsuit, it may do so in the future. If injunctive relief is sought and Coach's is successful, the court could continue Coach's possession of the Premises. Therefore if that should occur, this Agreement would automatically terminate effective the date that Coach's is placed in possession, and all future obligations of the Landlord to the Tenant would immediately cease.

(c) To the fullest extent permitted by law, Landlord shall indemnify, defend and hold Tenant, its designated agents and representatives, (including its affiliates, parent and subsidiaries) harmless from any and all liabilities, costs, judgments, and awards, including but not limited to attorney's fees, arising out of or resulting from the aforementioned Lawsuit

and/or any claim against Tenant with respect to same. Nothing contained in this Provision shall be construed or interpreted as consent by the Landlord to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

9. INSURANCE

(a) Prior to execution of this Agreement, Tenant shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Tenant has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Landlord. Compliance with the foregoing requirements shall not relieve the Tenant of its liability and obligations under this Agreement. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Tenant shall specifically include the Landlord as an "Additional Insured."

(b) The Tenant shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of not less than One Million Dollars ($1,000,000.00) per occurrence to protect the Tenant from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Tenant or by anyone directly employed by or contracting with the Tenant.

(c) The Tenant shall, if Tenant owns or leases any automobiles, maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of $100,000/$300,000 combined single limit for bodily injury and property damages liability to protect the Tenant from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owed automobiles, including rented automobiles whether such operations be by the Tenant or by anyone directly or indirectly employed by the Tenant.

(d) The Tenant shall maintain, during the life of this Agreement, Protection and Indemnity Coverage, with a limit of not less than $200,000.00 per person, per occurrence.

(e) The Tenant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute Section 440.02.

10. PUBLIC UTILITIES

Tenant shall pay for all utilities, used or consumed in or upon the Premises, which shall include, but not be limited to, gas, telephones, and garbage pickup unless otherwise stipulated herein and, if applicable, shall cause all accounts to be placed in Tenant's name no later than at the time the Tenant takes possession of the Property. Tenant shall pay to Landlord water and sewer, garbage and electricity at a flat rate annual rate of $6000.00, due and payable monthly in the amount of $500.00

per month beginning on the Commencement Date to cover Tenant's obligation for those utilities. In the event that Tenant generates more garbage than the existing dumpster capacity, then Tenant shall pay an additional charge in an amount to handle the additional capacity based on the rate promulgated by the City's service provider.

11. TAXES

(a) Tenant shall pay, as additional rent, during the term of the Lease, all real estate taxes on the Premises and its proportionate share of any real estate taxes assessed by any lawful authority against the Property as part of the common area maintenance costs.

(b) In the event that any governmental authority having jurisdiction shall levy any assessment against the Property, of which the Leased Premises is a part, for public betterment or improvement, Tenant shall also pay to Landlord as additional rent, Tenant's proportionate share of said assessments which proportionate share shall be calculated by multiplying the total assessment by the percentage for which the Tenant's Leased Premises is a portion of the whole premises assessed. Landlord shall take the benefit of the provisions of any statute or ordinance permitting any such assessment for public betterment or improvement to be paid over a period of time. The obligation of Tenant to pay any assessment for improvements shall only be for installments during the period of the tenancy.

(c) Landlord shall estimate these charges annually in advance and Tenant shall pay these estimates upon the same bases as additional rent under the same terms and conditions set forth herein. These estimated charges shall then be adjusted annually based on the actual tax bills. All payments for which tenant shall be obligated under the terms of this Section shall be due and payable ten (10) days after written notice by Landlord to Tenant of the amount due from Tenant. If Tenant shall have paid more than its proportionate share of the sums referred hereunder, Landlord shall credit Tenant's account of next rent payment then due with the over-payment. Tenant shall have the right to proceed for tax reduction.

(d) The estimated costs of taxes are approximately $2,500 for the first year of the Lease but in any event, the actual amount and shall be due upon such taxes becoming due to the taxing authority.

12. REPAIRS: MAINTENANCE OF PREMISES

(a) Landlord shall deliver the leased premises to Tenant compliant with the Americans With Disabilities Act and Landlord shall maintain such compliance. Landlord shall be responsible for the roof, exterior walls, air conditioning units, bearing walls, and the outside of the Premises, including the driveway, parking lot and the existing trees, except as otherwise indicated herein. In the event repairs are necessary, Tenant shall give Landlord prior written notice of the necessity of such repairs; and provided, further, that if any such repair is required by reason of the Tenant's negligence (as well as intentional conduct) or of any of its agents, employees, or customers, or other person using the Premises, with Tenant's consent, expressed or implied, Landlord may make such repairs and add the cost thereof to the next installment of rent which shall thereafter become due within five days of rendition of Landlord's bill concerning such costs. There shall be no allowance to Tenant

and no liability on the part of the Landlord by reason of inconvenience or annoyance arising from the making of any repairs, alterations, additions or improvements to the Premises or any portion of the building in which Premises are located. Tenant shall keep the interior of the Premises, which includes, but is not limited to, all electrical, fire alarms and smoke detectors, plumbing, heating, air-conditioning vents and filters, and other mechanical installation therein, all doors and all plate glass and door window glass, in good order and clean and attractive appearance, making all repairs, alterations, replacements and modifications at its own expense and using materials and labor of a kind and quality equal to the original work and shall surrender the Premises at the expiration or earlier termination of this Lease in as good condition as when received, reasonable wear and tear excepted. In the event that Tenant chooses to landscape the areas surrounding the Leased Premises, Tenant shall also be responsible for all future maintenance and upkeep of such landscaping. Except as herein provided, Landlord shall have no obligation to repair, maintain, alter, replace, or modify the Premises or any part thereof or any electrical, plumbing, heating, air-conditioning, or other mechanical installation therein.

(b) Except at the Commencement Date, Tenant may not alter or install locks without Landlord's written consent and all keys shall be returned upon Tenant's vacating the Property. In the event Landlord consents to any additional locks, Tenant agrees to provide Landlord's Marina Director a key thereto at Tenant's expense. Any such additional lock shall remain affixed to the Property upon termination of this Lease and shall become the property of Landlord at the time of installation. At the time of termination of this Lease, Tenant shall be responsible for the replacement or cost of replacement for all keys furnished.

13. ALTERATIONS

Except as required by this Lease, Tenant shall not make any alterations, improvements or additions to the Premises during the term of the Lease or any extension thereof without first obtaining the written consent of Landlord. Tenant shall not cut or drill into, or secure any fixture, apparatus or equipment of any kind to any part of the Premises without first obtaining written consent of Landlord. All such alterations, improvements and additions made by Tenant shall remain upon the Premises at the expiration or earlier termination of the Lease and shall become the property of the Landlord (except personal property), unless Landlord shall, prior to such termination, have given written notice to Tenant to remove same, in which event Tenant shall remove such alterations, improvements and additions and restore the Premises to the same good order and condition in which they were at the commencement of the Lease. Should Tenant fail to do so, Landlord may do so, collecting the cost and expense thereof from Tenant as additional rent or, at Landlord's option, by application of the security deposit required hereunder.

14. COVENANTS OF TENANT

(a) Tenant covenants that it shall:

(1) Comply with the terms of any State or Federal Statute or local ordinance or regulation applicable to Tenant or its use of the Premises, and save the Landlord harmless from penalties, fines, costs, expenses, or damages resulting from its failure to do so.

(2) Comply with the terms and conditions set forth herein relating to the use,

operation and maintenance of the Premises and the common areas and facilities.

(3) Give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Premises and the common area.

(4) Conduct its business on the Premises in a dignified and professional manner and keep the Premises in first-class condition in accordance with high standards of operation.

(5) Comply with all rules and regulations of the Landlord in effect at the time of the execution of the Lease as same may be amended or promulgated from time to time by Landlord, which Landlord shall deem necessary in connection with the Property, of which the Premises are a part, including the installation of such fire extinguishers and other safety equipment as the Landlord may require; and comply with the recommendations of the Landlord's insurance carriers and their rate-making bodies.

(6) Tenant shall have no power or authority to create any lien or permit any lien to attach to the Premises, reversion or other estate of Landlord in the Premises or Property in general or other improvements thereof, and all supplies, contractors, artisans, mechanics, and laborers and other persons contracting with Tenant with respect to the Premises or any part thereof, are hereby charged with notice that the interest of Landlord shall not be subject to liens for improvements made by or on behalf of Tenant, and therefore, Tenant agrees to do all things necessary to prevent the filing of any mechanic's or other liens against the Premises or any part thereof by reasons of work, labor services, or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within ten (10) days after the date of filing. If Tenant shall fail to discharge such lien within said period, then in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge by giving security or in such manner as is, or may be, prescribed by law.

(7) Repay Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the terms and conditions of this Agreement, including Landlord's costs, expenses and reasonable attorney's fees and such fees for appeals incurred by Landlord in connection therewith. Likewise, Landlord shall repay Tenant, on demand, all sums disbursed or deposited by Tenant pursuant to the terms and conditions of this Agreement which should have been disbursed or deposited by Landlord, including Tenant's cost, expenses and reasonable attorney's fees and such fees for appeals incurred by Tenant in connection therewith.

(b) Tenant covenants that it shall not do any of the following without the prior consent in writing of Landlord:

(1) Use or operate any machinery or emit any noises or noxious odors from the Premises that is harmful to the building of which the Premises are a part or disturbing to

other Tenants in the Property.

(2) Do or suffer to be done, anything objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or any part thereof, or on the building of which the Premises may be a part, shall become void or suspended, or be rated as a more hazardous risk than at the date when Tenant receives possession hereunder. In case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant shall pay to Landlord as additional rent any increases of premiums on insurance carried by Landlord on Landlord's property, or any part thereof, or on the building of which the Premises may be a part, caused in any way by the occupancy of Tenant. Nothing herein contained shall prevent Tenant from utilizing the premises for the Uses described in Section 3 herein.

(3) Commit or suffer to be committed by any person, any waste upon the Premises or common areas or any nuisance or other act which may disturb the quiet enjoyment of any occupant of Landlord's property.

(4) Tenant shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable, or ultra-hazardous purpose nor operate or conduct its business in a manner constituting a nuisance of any kind in the judgment of Landlord. Tenant shall immediately, on discovery or notice of any unlawful, or ultra-hazardous use, take action to halt such activity.

15. RIGHTS OF LANDLORD

Landlord reserves, in addition to any rights reserved herein, the following rights with respect to the Premises:

(a) At all reasonable times, by itself or its duly authorized agents, to go upon and inspect the Premises, and at its option to make repairs, alterations, and additions thereto. If Tenant shall not be personally present, to open and permit an entry by Landlord into the Premises, and if an entry therein shall be necessary in the case of an emergency, it being understood that hurricanes or severe storm warnings shall constitute such an emergency, Landlord or Landlord's agents may make forcible entry without rendering Landlord or such agent liable therefore and without in any manner affecting the obligations and covenants of this Lease. Tenant hereby grants Landlord the necessary licenses to carry out the terms of this provision. It is expressly understood that Landlord, either directly or indirectly, may enter the public spaces of the Premises for the purpose of showing the property to prospective tenants and/or purchasers during the last thirty (30) days of the term of this Lease. Failure of Tenant to cooperate with Landlord with regard to the showing of the property at reasonable times shall be an event of default under Paragraph 27.

(b) After notice from either party of intention to terminate the Lease, or at any time within thirty (30) days prior to the expiration of the Lease, to display "For Lease" signs and such signs shall be placed upon such part of the Premises at any reasonable hour, both during and after normal business hours.

(c) To install or place upon, or affix to, the roof and exterior walls of the Premises or

elsewhere, such equipment, signs, displays, antennas, or any other objects or structure of any kind, provided the same shall not materially impair the structural integrity of the building of which the Premises are a part.

(d) The exercise of any right reserved to Landlord in this provision or otherwise, shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises and shall not render Landlord liable in any manner to Tenant or to any other person, provided Tenant's use shall not be unreasonably impaired.

16. DAMAGE TO PREMISES

(a) If the Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but are not thereby rendered untenantable in whole or in part, Landlord shall promptly, after receipt of the insurance proceeds, cause such damage to be repaired and the rent shall not be abated. If, by reason of such occurrence, the Premises shall be rendered untenantable only in part, Landlord shall promptly, after receipt of the insurance proceeds, cause the damage to be repaired and the rent, meanwhile, shall be abated proportionately as to the portion of the Premises that cannot reasonably be utilized for the permitted use. If the Premises shall be rendered wholly untenantable by reason of such occurrence, Landlord may promptly upon receipt of the insurance proceeds cause such damage to be repaired to its condition as of the commencement of the Lease, and the rent meanwhile shall be abated in whole, provided, however, that there shall be no extension of the term of the Lease by reason of such abatement, or in the alternative, Landlord may terminate the Lease by notice to Tenant, such notice to be given within thirty (30) days of the event rendering the Premises wholly untenantable. Such termination by Landlord shall not affect any prior defaults of Tenant. Except as herein provided, there shall be no obligation to Landlord to repair or build in case of fire or other casualty. The rent abatement provided herein shall not apply if Tenant has business interruption insurance.

(b) Notwithstanding the provisions of Section 16(a), if the Premises cannot be rendered tenantable for the Tenant's needs in whole or in part within two (2) months from the date of a fire or other casualty, Tenant shall have the right to terminate the Lease, provided the fire or other casualty is not caused by Tenant's negligence or intentional act.

(c) Any damage caused by any negligent or intentional act of Tenant or any of its agents, principals, representatives or employees shall not abate Tenant's responsibility to pay rent.

17. INDEMNIFICATION

(a) Tenant shall indemnify Landlord and its agents and save it harmless from and against any and all claims, actions, damages, liability, and expense, including attorney's fees, in connection with loss of life, personal injury, or damage to property occurring in or arising out of the Premises, adjacent sidewalks, loading platforms or any other areas (except the parking lot unless caused by Tenant's patrons), occasioned wholly or in part by any act, occurrence or omission of Tenant, its agents, subtenants, licenses, contractors, or employees. In case Landlord shall be made a party to any litigation commenced by or against Tenant, its agents, subtenants, licenses, contractors, or

employees, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation. Nothing contained in this Provision shall be construed or interpreted as consent by the Landlord to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

(b) Tenant shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

(c) Tenant shall defend all actions in the name of the Landlord, when applicable, however, Landlord reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the Tenant.

18. TRADE FIXTURES

All trade fixtures installed by Tenant in the Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of the Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default of any provision herein; and provided further, that in the event of such removal, Tenant shall have repaired the damage caused by such removal, and promptly restore the Premises to its original order and condition. Any such trade fixture not removed at or prior to such termination shall become the fixture of the Landlord. Ceiling fans, light fixtures and air-conditioning, heating and plumbing equipment, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of the Lease, or at the expiration of any renewal or extension thereof, and shall become the property of the Landlord subject to the reimbursement provisions contained herein.

19. ASSIGNING, MORTGAGING, SUBLETTING

(a) Tenant shall not directly or indirectly assign, create a security interest in, pledge, mortgage, or encumber any legal or equitable interest in the Lease, in whole or in part, or sublet the whole or any part of the Premises, or permit the use of the whole or any part hereof by a license or concessionaire or any person without first obtaining the written consent of Landlord, which consent may not be unreasonably withheld. In the event that such assignment, subletting, licensing, or granting of a concession is consented to, Tenant shall nevertheless remain liable for the performance of all the provisions of the Lease.

(b) Any approved assignment by Tenant of the Lease or sub-leasing of the Premises, shall forever terminate all rights of Tenant to possession of the Premises, notwithstanding any provision in any such assignment or sublease to the contrary, and notwithstanding Landlord's consent to such assignment or sublease. Thereafter, Landlord may exercise against any subtenant or assignee all rights and remedies herein provided upon default, without notice to Tenant, and Tenant shall have no right to re-enter the Premises upon default of the assignee or sublessee, but Tenant shall remain liable, jointly and severally, with any assignee or subtenant for the performance of all of the

covenants and conditions of the Lease, including, but not limited to, the payment to Landlord of all payments due or to become due to Landlord hereunder.

20. SUBORDINATION: ATTORNMENT

(a) This Lease is subject and subordinate to any and all mortgages now or hereafter placed by the Landlord on the property of which the Premises are a part, provided, however, that as to any future mortgages, Landlord shall use its best efforts to obtain from the holder of the Mortgage or the Trustee in such deed of trust an agreement that the Lease shall remain in full force and effect and shall not be divested or in any way affected by foreclosure or other default proceedings under such mortgage, deed of trust or obligation secured thereby, so long as Tenant shall not be in default under the terms of the Lease. Tenant agrees to execute any forms or agreements that may reasonably be requested by any such mortgagee or trustee. If Tenant shall fail at any time to execute, acknowledge, and deliver any such form or agreement, Landlord, in addition to any other remedies available in consequence thereof may execute, acknowledge, and deliver the same as Tenant's attorney-in-fact and in Tenant's name. Tenant hereby irrevocably makes, constitutes, and appoints Landlord, its successors, and assigns, its attorney-in-fact for that purpose.

(b) Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the Purchaser upon any such foreclosure or sale and recognize such Purchaser as Landlord under the Lease.

21. PERFORMANCE OF TENANT'S COVENANTS

Tenant shall perform all of the covenants and conditions on its part to be performed, and it will immediately, upon receipt of written notice, where notice of non-performance is required by the Lease, comply with the requirements of such notice, and further, if Tenant shall violate any covenant or condition herein, whether or not notice is required, Landlord may, at its option, do or cause to be done any or all of the things required by the Lease. In so doing, Landlord shall have the right to cause its agents, employees, and contractors to enter upon the Premises, and in such event shall have no liability to Tenant for any loss or damages resulting in any way from such action. Tenant hereby grants Landlord all necessary licenses required to carry out the terms of this provision. Tenant shall pay to Landlord, within ten (10) days of demand, any monies paid or expenses incurred by Landlord in taking such actions, including attorney's fees and such sums shall be collectible from Tenant as additional rent hereunder.

22. CUSTOM AND USAGE

Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the covenants and conditions of the Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Landlord in refraining from so doing at any time or times. The failure of Landlord at any time to enforce its rights under such covenants and conditions strictly in accordance with the same shall not be construed as having created a custom,

waiver or estoppel in any way or manner contrary to the specific covenants and conditions of the Lease or as having in any way or manner modified the same.

23. SURRENDER AND HOLDING OVER

(a) Tenant, upon expiration or termination of the Lease, either by lapse of time or otherwise, shall peaceably surrender to Landlord the Premises in broom clean condition and in good repair as required in the Lease. In the event that Tenant shall fail to surrender the Premises upon demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the Premises or any part thereof, an amount equal to twice the base rent specified in the Lease, as applied to such period together with all other payments required hereunder as additional rent.

(b) If Tenant remains in possession of the Premises with Landlord's consent but without execution of a new written Lease, Tenant shall be deemed to occupy the Premises as a Tenant from month to month, but otherwise shall be subject to all the covenants and conditions of the expired and/or terminated Lease.

24. CONDEMNATION

(a) If the whole or a portion of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Lease shall cease and terminate as of the date on which title shall vest thereby in that authority and the rent reserved hereunder shall be apportioned and paid up to date. Said portion taken or condemned must be of the kind that renders the Premises untenantable for the use described in Paragraph 3 herein.

(b) In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to Landlord without any deduction therefrom for the value of the unexpired term of this Lease or for any other estate or interest in the Premises now or later vested in Tenant. Tenant assigns to Landlord all its right, title, and interest in any and all such awards. However, Tenant shall not be prohibited from pursuing its own action for damages against the condemning authority.

25. FORCE MAJEURE

In the event that Landlord shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of Landlord, then Landlord shall not be liable or responsible for any such delays and the period for the performance of any such act or things shall be extended for a period equivalent to the period of such delay and this Lease and the obligations of Tenant to pay rent hereunder and perform and comply with all of the terms and provisions of this Lease shall in no way be affected, impaired, or excused.

26. ESTOPPEL STATEMENT

Within ten (10) days after request therefore by Landlord or any mortgagee, or if in the event that upon any sale, assignment or hypothecation of the Premises by landlord, an estoppel statement shall be required from Tenant, Tenant shall deliver in recordable form (and signed by Tenant, if an individual, or properly authorized representative of Tenant if Tenant is not an individual) a statement to any proposed mortgagee or purchaser, or to Landlord (as the case may be) certifying (if such be the case) that the Lease is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, and that there are no defenses or offsets to the Lease claimed by Tenant and any other information required by Landlord.

27. EVENTS OF DEFAULT

The occurrence of any of the following shall, in addition to any other events of default provided herein, constitute an event of default hereunder:

(a) The filing of a petition by or against Tenant for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of Tenant or Tenant's property; or an assignment by Tenant for the benefit of creditors; or the taking possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant; or if a temporary or permanent receiver or trustee shall be appointed for Tenant or for Tenant's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment; or any other execution, levy, attachment or other process of law upon Tenant's interest in the leasehold estate or any part thereof; or if any judgment entered against Tenant has not been satisfied or bonded within thirty (30) days of the date of the judgment.

(b) Failure of Tenant to pay when due without notice any installment of rent hereunder, or any other sum herein required to be paid by Tenant.

(c) Vacation or abandonment of the Premises or permitting the same to be empty and unoccupied, or the failure to open and actively conduct its business for a period of five (5) consecutive calendar days, without written consent of Landlord.

(d) Tenant's removal or attempt to remove Tenant's goods or property from or out of the Premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Landlord for all rent which may become due during the entire term of the Lease.

(e) Tenant's failure to perform or observe any other provision of the Lease, after written notice and demand, provided that, if such failure is of such a character as not to permit immediate compliance in the sole opinion of Landlord, then Tenant's failure to proceed diligently and immediately upon receipt of notice to commence the cure of such failure, and thereafter to complete such cure with all reasonable dispatch within fifteen (15) days after written notice from Landlord.

(f) Notwithstanding any provision in this Lease to the contrary, any Tenant default or breach hereunder is subject to notice and cure provisions set forth herein and other matters which are not within Tenant's control.

28. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT

(a) Upon the occurrence of any event or events of default or other breach of this Lease by Tenant, Landlord shall have the option to pursue any one or more of the following remedies: (i) Landlord shall have the right, at its election, to cancel and terminate this Lease and dispossess Tenant; (ii) Landlord shall have the right to declare all amounts and rents due under this Lease for the remainder of the existing term (and any applicable extension or renewal thereof) to be immediately due and payable, and thereupon all rents and other charges due hereunder to the end of the initial term and any renewal term, if applicable, shall be accelerated; (iii) Landlord may elect to enter and repossess the Premises and relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of rent received from such reletting and the rent due and payable under the term of this Lease; and (iv) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under this Lease (and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action).

(b) Landlord shall be entitled, as a strict matter of right, to the appointment of a receiver of the business operated at the Premises without notice and without an opportunity by Tenant to object prior to the appointment. Tenant acknowledges that its rights are adequately protected by its right to seek a dissolution of the receivership.

(c) Landlord is hereby granted a valid lien for all rent and other sums of money which at any time be owing by Tenant to Landlord upon all property of Tenant which may at any time be in or about the Premises. Said property shall not be removed from the Premises without the consent of Landlord until all arrears in rent as well as any and all other sums of money due hereunder shall first have been paid, provided further that the lien herein granted may be foreclosed in the manner and form provided by law for the foreclosure of chattel mortgages, or in any other manner provided by law. Tenant shall, at the request of Landlord, execute and deliver such additional documents as may be reasonably required to perfect this security interest.

(d) The various rights and remedies, powers, options and elections of Landlord reserved, expressed, or contained in the Lease are distinct, separate and cumulative, and not one of them shall be deemed to be exclusive of the other rights, remedies, powers or options provided herein or are now or may hereafter be conferred upon Landlord by statute or by law or equity.

(e) No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without

prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in the Lease.

(f) No receipt of money by Landlord from Tenant after default or cancellation of this Lease shall: (i) reinstate, continue, or extend the term or affect any notice given to Tenant, (ii) operate as a waiver of the right of Landlord to enforce the payment of rent and additional rent then due or to become due, or (iii) operate as a waiver of the right of Landlord to recover possession of the Premises by suit, action, proceeding, or other remedy.

After: (i) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (ii) the commencement of any suit, action, proceeding, or other remedy, or (iii) final order or judgment for possession of the Premises, Landlord may demand, receive and collect any monies due, without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the Premises or at the election of Landlord, on account of the liability of Tenant hereunder.

(g) Any sums which may be expended by Landlord in accordance with the terms of this Lease that are paid on behalf of Tenant or due to Tenant's default hereunder shall bear interest at the highest rate allowed under Florida law and Tenant shall be liable for such sums plus such interest as additional rent hereunder.

29. AUTHORITY

(a) All persons executing the Lease on behalf of a corporate tenant (or other entity) personally represent and warrant that they have been authorized to execute the Lease by such tenant. Evidence of such authority shall be provided upon request.

(b) Tenant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Landlord upon request.

(c) Tenant shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for any work done pursuant to this Lease from any federal, state, regional, county, or city agency.

30. LIABILITY OF LANDLORD

(a) Tenant shall look solely to Landlord's interest in the Property and in only Landlord's personal property used in connection with the Property for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default hereunder, and no other property or asset of Landlord shall be subject to levy, execution, or enforcement procedure for the satisfaction of such judgment or decree.

(b) The provisions herein permitting Landlord to enter and inspect the Premises are made to ensure that Tenant is in compliance with the terms and conditions hereof and to make repairs that Tenant has failed to make. Landlord shall not be liable to Tenant for any entry on the Premises for inspection purposes. Landlord's right to inspect the Premises shall be on reasonable notice to the Tenant except in emergency circumstances.

31. LEGAL EXPENSES

In the event that it shall become necessary for Landlord to employ the services of an attorney to interpret or enforce any of its rights under the Lease or to collect any sums due to it under the Lease or to remedy the breach of any covenant of the Lease on the part of Tenant to be kept or performed, Tenant shall pay to Landlord such reasonable fees and costs as shall be charged by Landlord's attorney for such services. Should suit be brought for the recovery of possession of the Premises, or for rent or any other sum due Landlord under the Lease, or because of the breach of any of Tenant's covenants under the Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including such fees and costs on appeal.

32. EASEMENTS, AGREEMENTS, OR ENCUMBRANCES

The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the Premises including, but not limited to any deed or plat restrictions.

33. TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease.

34. QUIET ENJOYMENT

Landlord warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Landlord if Tenant pays the rent and other charges provided herein and otherwise fully performs and complies with the terms, conditions and provisions of this Lease.

35. SIGNS

No sign or visual advertisement shall be placed on the exterior of the Premises except in accordance with the standards set forth on the Sign Addendum attached hereto and made a part hereof as Exhibit "D". All signs shall be subject to the appropriate governmental regulations and final approval of Landlord. Within fifteen (15) days from the date of execution of the Lease, Tenant shall provide to Landlord its signage plans for the subject Premises for Landlord's review and approval. Tenant shall have five (5) days after receipt of Landlord's comments on such plans to make all necessary revisions and obtain Landlord's approval.

36. BROKER'S COMMISSIONS:

Each of the parties represents and warrants that there are no claims for brokerage commissions or finders fees in connection with the execution of this Lease except as listed below, and that each of the parties agrees to indemnify the other against, and hold it harmless from all liabilities arising from a breach of such representation and warranty (including without limitation, the cost of counsel fees in connection herewith) except as follows:

None _____.

37. ENVIRONMENTAL REGULATIONS

(a) Landlord's Representations Concerning Compliance With Environmental Laws:

Landlord represents, to the best of its knowledge, that the premises are in full compliance with all Federal, State, County and Municipal environmental laws, ordinances, rules regulations and requirements and that there are no hazardous or toxic substances, pollutants or waste or any fill materials in, on, under or about the premises.

(b) Landlord's Responsibilities and Indemnification:

(1) Landlord is responsible for compliance and remediation that may be required by any applicable environmental laws, including, but not limited to ISRA (Industrial Site Recovery Act), which violation occurred prior to the commencement of the term of this Lease.

(2) Landlord shall indemnify, defend and hold Tenant harmless from and against all claims, liabilities, losses, damages, penalties and costs foreseen and unforeseen, including without limitation counsel, engineering, and other professional or expert fees which Tenant may incur resulting directly or indirectly, wholly or partly, with regard to Landlord's obligations under this Section. Nothing contained in this Provision shall be construed or interpreted as consent by the Landlord to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

(c) Tenant's Responsibilities and Indemnification:

(1) Tenant is responsible for compliance and remediation that may be required by any applicable environmental laws, including, but not limited to ISRA (Industrial Site Recovery Act), if a violation occurs as a result of Tenant's actions after the commencement of the term of this Lease. Tenant shall promptly provide all information within Tenant's control reasonably requested by Landlord or by any local, state or federal agency with respect to any such violation.

(2) Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, liabilities, losses, damages, penalties and costs foreseen and unforeseen, including without limitation counsel, engineering, and other professional or expert fees which Landlord

may incur resulting directly or indirectly, wholly or partly, with regard to this paragraph.

38. ENTIRETY OF CONTRACTUAL AGREEMENT

The Lease and all Amendments and Exhibits set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, conditions, or understandings either oral or written between them other than herein set forth. Except as otherwise provided, no subsequent alteration, change or addition to the Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties. Except at Landlord's option, no part of this Lease may be recorded in any public records of any municipality or county records.

39. VENUE

This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County.

40. INVALID PROVISIONS

If any provision of the Lease shall be determined to be void by any court of competent jurisdiction or any law enacted subsequent to the date hereof, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect.

41. TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Agreement in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

42. SUCCESSORS AND ASSIGNS

All rights, obligations and liabilities given to, or imposed upon, the parties hereto shall extend to and bind the respective heirs, executors, administrators, successors, sublessees, licensees, concessionaires and assigns of such parties hereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as hereinabove set forth. Nothing contained in the Lease shall in any manner restrict Landlord's right to assign or encumber the Lease and, in the event Landlord sells its interest in the Property and the purchaser assumed Landlord's obligations and covenants, Landlord shall thereupon

be relieved of all obligations hereunder.

43. NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the Landlord shall be mailed to:

Riviera Beach Marina

Attn: George Carter

200 East 13th Street

Riviera Beach, FL 33404

and if sent to the Tenant shall be mailed to:

Tiki Dockside Dining, Inc.

Attn: Robert H. Gregory, Jr.

12970 N. Shore Drive

Palm Beach Gardens, FL 33410

44. PREPARATION

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

45. MATERIALITY

All provisions of the Agreement shall be deemed material, in the event Tenant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Landlord may at its option and without notice terminate this Agreement.

46. CONFLICT OF INTEREST

(a) Tenant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance required hereunder, as provided for in Florida Statutes 112.311. The Tenant further represents that no person having any such conflicting interest shall be employed for said performance.

(b) Tenant shall promptly notify Landlord, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence Tenant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance and the nature of work that the Tenant intends to undertake and request an opinion of the Landlord as to whether the association, interest or circumstance would, in the opinion of the Landlord, constitute a conflict of interest if entered into by the Tenant. The Landlord agrees to notify the Tenant of its opinion by certified mail within thirty (30) days of receipt of notification by the Tenant. If, in the opinion of the Landlord, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Tenant, the Landlord shall so state in the notification and the Tenant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the Landlord by the Tenant under the terms of this Lease.

47. ACCESS AND AUDITS

Tenant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Lease. The Landlord shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the Tenant's place of business.

48. NONDISCRIMINATION

Tenant will not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, marital status or handicap.

49. MISCELLANEOUS

(a) The Landlord agrees to discuss with Tenant the possible re-routing of the road and the parking lot, making a one way access around the eastside of Newcomb Hall.

(b) The Landlord will provide security for the leased premises in conjunction with Landlord's provision of security services for the marina. It is not intended that Landlord must provide both special security for the leased premises independent of that provided for the marina.

(c) Landlord agrees that as to any Landlord-sponsored events held at the marina, Landlord shall not permit event sponsored activities or vendor sales within one hundred (100) yards of the Leased Premises.

(d) In the event that the Leased Premises are going to be leased beyond the initial term of this Lease, Landlord agrees that it will negotiate with Tenant in good faith for an extension of this Lease prior to soliciting proposals from others to operate the Leased Premises.

(e) The Escrow Agent hereunder shall be the law firm of Gary, Dytrych & Ryan, P.A.

Any Escrow Agent receiving funds or documents hereunder is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with the terms and conditions of this Lease. In the event of doubt as to its duties or liabilities under the provisions of this Lease, Escrow Agent may, in its sole discretion, continue to hold monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Lease with the Clerk of the Circuit Court in and for Palm Beach County, Florida, and upon notifying all parties hereto of such action, all liability on the part of the Escrow Agent shall fully terminate, except as to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between the parties wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover reasonable attorney's fees and costs incurred, which fees and costs shall be charged and assessed as court costs in favor of the prevailing Party. All parties agree that the Escrow Agent shall not be liable to any party or person whatsoever for misdelivery of money subject to this escrow, unless the misdelivery shall be due to willful breach of this Lease or gross negligence on the part of Escrow Agent. The parties agree that the status of Tenant's counsel as Escrow Agent under this Agreement does not disqualify such law firm from representing Tenant in connection with this transaction in any disputes that may arise between Landlord and Tenant concerning this transaction, including any dispute or controversy with respect to the escrowed funds provided said escrowed funds are handled in conformance with this Agreement.

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LEASE WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Lease have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

BY: _____
MICHAEL D. BROWN
MAYOR

ATTEST:

BY: _____
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN
CITY ATTORNEY

TENANT
TIKI DOCKSIDE DINING, INC., a
Florida corporation ~~to~~ be formed and
not individually

BY: _____
ROBERT H. GREGORY, JR.
PRESIDENT

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
GEORGE CARTER,
MARINA DIRECTOR

DATE: 9/3/03

WITNESSES FOR TENANT

Print Name: _____

_____

Print Name: _____

_____

Escrow Agent joins in this Lease solely for the purposes of sections 7 and 49 above.

ESCROW AGENT:
GARY, DYTRYCH & RYAN, P.A.

BY: _____
Lawrence W. Smith, Esq.

EXHIBIT D

SIGN REQUIREMENTS

The following criteria applies to all signage:

(a) All signage and installation thereof shall be at the sole expense of the Tenant.

(b) All signage must comply with the sign ordinances imposed by the local governmental authorities.

(c) Design drawings subject to written approval of Landlord prior to installation.

(d) Landlord hereby conceptually approves signage for the restaurant on the boat barn (2 sides), at the fuel dock and on top of the Tiki hut, subject to Tenant's presentation of the sign package to the City's Community Development Department.

TIKI

WATERFRONT
SEA GRILL

at the
Riviera Beach Marina

DOCKSIDE TIKI MENU SAMPLINGS

WE PRESENT HERE A SAMPLING OF THE MENU ITEMS THAT WE ARE CONSIDERING FOR THE DOCKSIDE TIKI. WHILE KITCHEN SIZE IS A FACTOR, HAVING A SMALL KITCHEN DOES NOT MEAN WE MUST SACRIFICE VARIETY. WE INTEND TO HAVE FUN WITH THE MENU AND CHANGE IT OFTEN, AS WE REALLY LOVE GOOD FOOD AND HAVE SOME GREAT CONCEPTS TO EXPLORE. MORE TO COME ...

BREAKFAST

Extensive Choices of Eggs and Omelets, Sausage, Bacon and Ham
Fine Baked Goods, English Muffins, Pastries and Bagels
Egg, Ham and Cheese Sandwiches, Cereals and Seasonal Fruits
Pancakes, Waffles, French Toast and Hash
Fresh Ground Coffee Beans, Fresh Juices and Beverages

STARTERS

Fresh from Scratch Soups, Conch & Clam Chowders
Sensational Lobster and Crab Bisques
Broccoli and Cheese Soup, Cuban Black Bean or French Onion Gratinée
Oysters and Clams on the Half Shell, or Peel and Eat Shrimp
Our Own Smoked Fish Dip, and delicious Cracked Conch
Local Fresh Fish Fingers, Chicken Tenders, Grouper Seviche
Conch Salad and Conch Fritters, Clams Casino, Oysters Rockefeller
Combination plates to sample more than one

SALADS

House or Caesar with Blackened or Grilled Dolphin, Chicken or Shrimp.
Buffalo Chicken over Mixed Greens with Celery & Blue Cheese
Fried Oysters over New Orleans style Tobasco Caesar
Marina Special Dockside TIKI Seafood Cobb Salad
Shrimp Louie or Sesame Crusted Ahi Tuna
Only Freshly-made Dressings and Toppings.

The Ragon-Gregory Group

Mission Statement

To consistently and efficiently provide our area with a clean and comfortable waterfront venue, serving quality food and drink with a local flair in a moderate price range.

Robert H. Gregory Jr., President Cell: {561} 758-1056
Keith L. Ragon, Vice President Cell: {561} 379-9454
Elaine L. Olson, Secretary-Treasurer Cell: {561} 379-9456

SANDWICHES & BASKETS

Fresh Catch of the Day ... Dolphin, Snapper or Grouper
Grilled, Blackened, Crunchy, Batter-Fried or Pan-Sautéed
Po'Boys and Baskets of Fried Oysters, Clams or Shrimp
Shrimp B.L.T. with Basil Mayonnaise or Dolphin Club
Marinated Steak and Cheese and Great Burgers
Dolphin or Grouper Reuben, Chicago Dogs and authentic Pressed Cubans
Buffalo-Spicy Chicken or Grilled Chicken Sandwich
Deli-Board Roast Beef, Ham & Cheese or Turkey ... Tuna, B.L.T. or Grilled Cheese
Combos of a Cup of Soup and a Half Deli Sandwich

PASTAS

Cajun Pasta with Dolphin or Chicken, Andouille Sausage and
our very special Cajun Alfredo Sauce
The soon-to-be famous **PASTA RIVIERA** of Fettucini, Shrimp, Grilled
Portobello Mushrooms, Baby Spinach, Roasted Tomatoes, Gorgonzola and
Pignoli Nuts. Angel Hair with Shrimp Scampi Butter & Herbs
or with Shrimp and Fresh Tomato-Basil Sauce Fra Diavolo

ENTREES

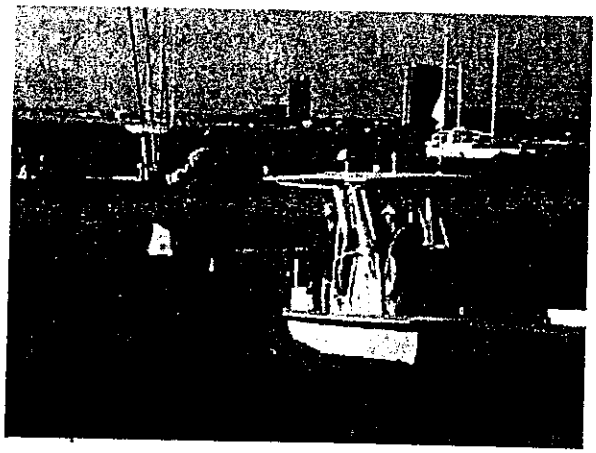
Fish and Chips, Char-Grilled Chops, Aged Steaks and Kabobs
Crabcakes, Seafood Platters and Spanish Paella . . . Intriguing Specials Galore
the Finest and Freshest of Local Fish and Ingredients
Grouper, Dolphin or Snapper . . . Tuna, Salmon or Sword
Alternating selections of Smashed Potatoes, Baked Potatoes, Sweet Potatoes or Fries
Basmati rice, Risotto and Fresh Steamed Vegetables

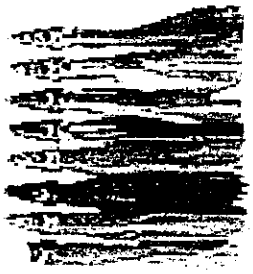
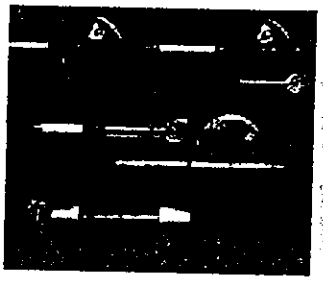
DESSERTS

Key Lime Cheesecake and Fresh Fruit Pies
Sinful Brownies with Ice Cream and Hot Fudge
Always changing . . .
and . . . More to Come . . .

THE SUPPORT TEAM

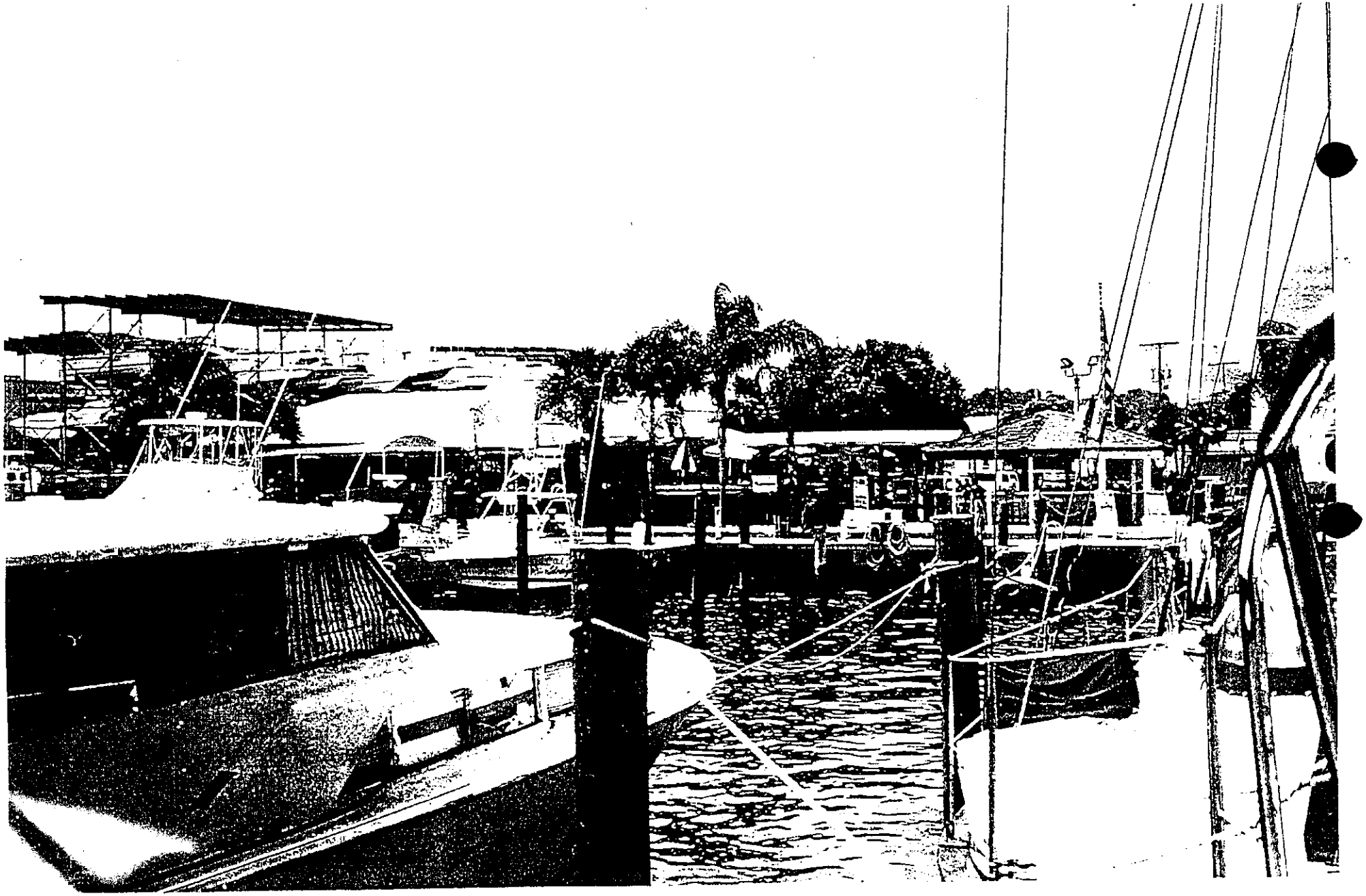
We are passionate about fishing and about the magnificent inlet and Port right here at Peanut Island. Our knowledge would be of great help to boat owners who needed information about the area, the weather, or fishing. If the opportunity were to arise, we would like to open a Ship's Store that would provide everything for the Boater or Fisherman ...including a variety of Bait, Tackle and Fishing Supplies. From the Fuel Dock we would provide Box Lunches in the early morning and throughout the day. Also, we would be well stocked in Snacks, Ice and chilled Soft-Drinks, Cameras, Film, Sunglasses, Medical Supplies, T-shirts, Hats, and more . . .

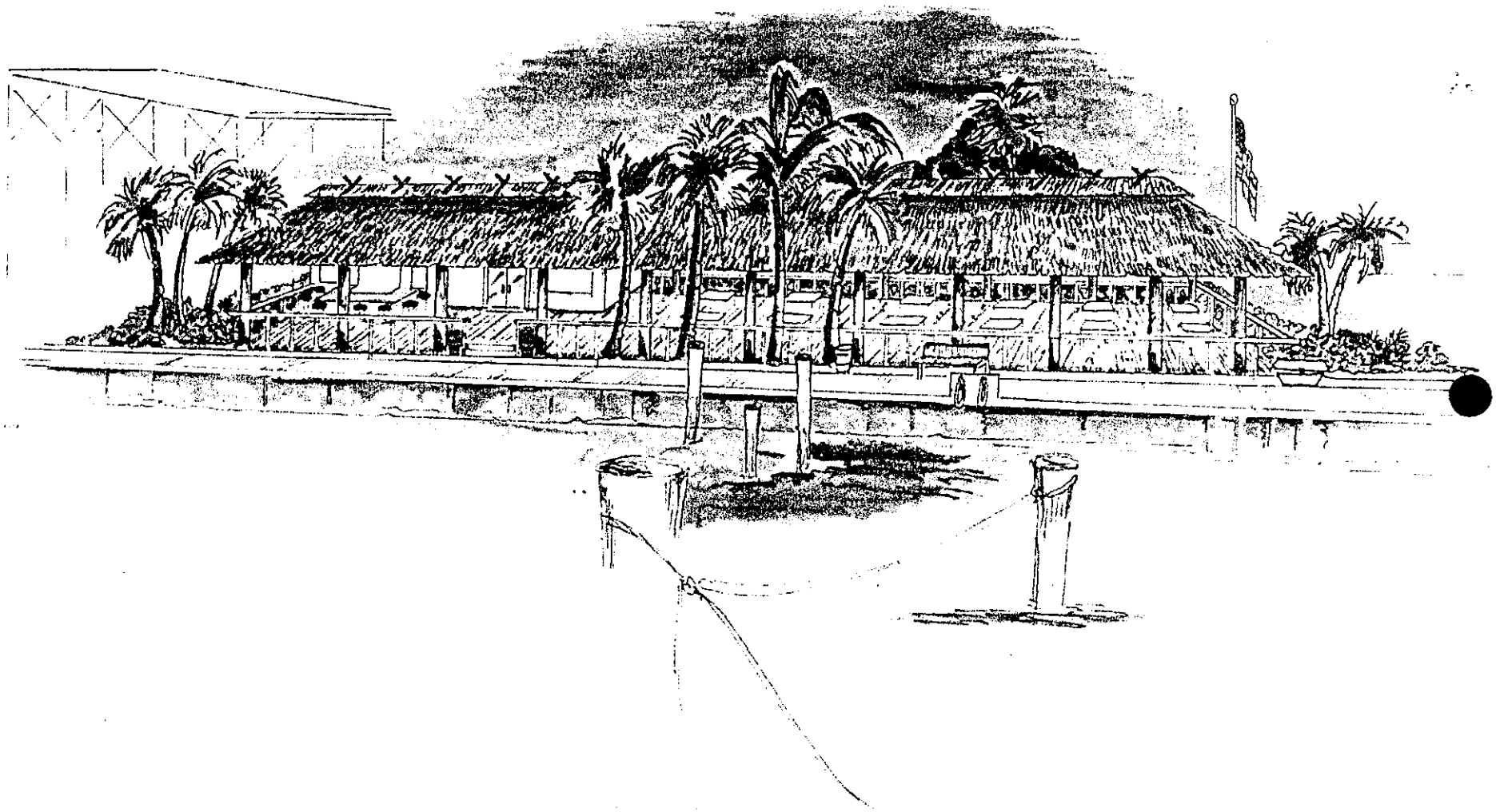


SPORTFISHING CHARTERS

As a Partner with the Marina, we would try to entice charter sportfishing boats to lease slips. If this was successful, we would then organize the charter queues and bookings, sponsor fishing tournaments and attract convention attendees from the new Convention center. A long-term goal would be to have the Port as a stop on Cruise Ship itineraries, where the sportfishing would be a shore excursion booked in advance or aboard the ship through the purser.

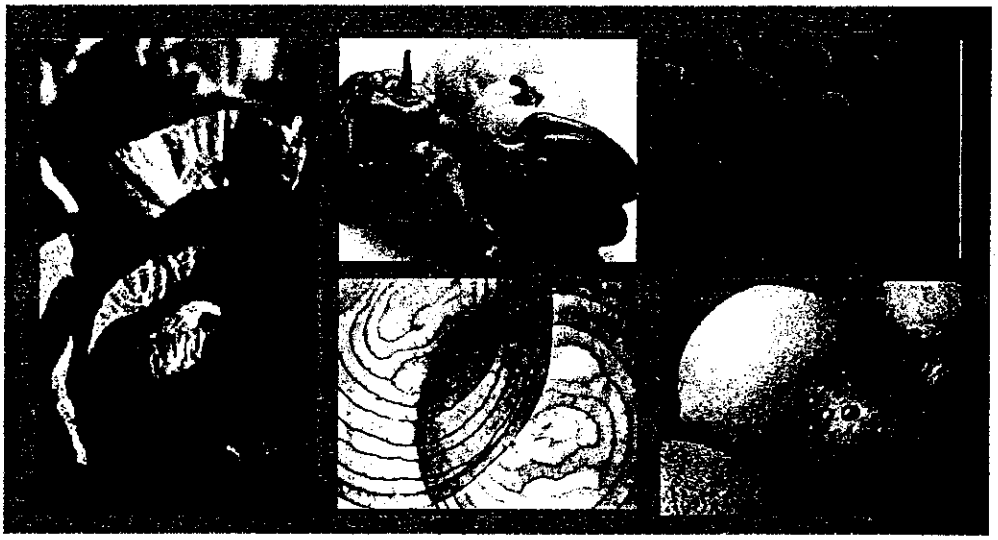




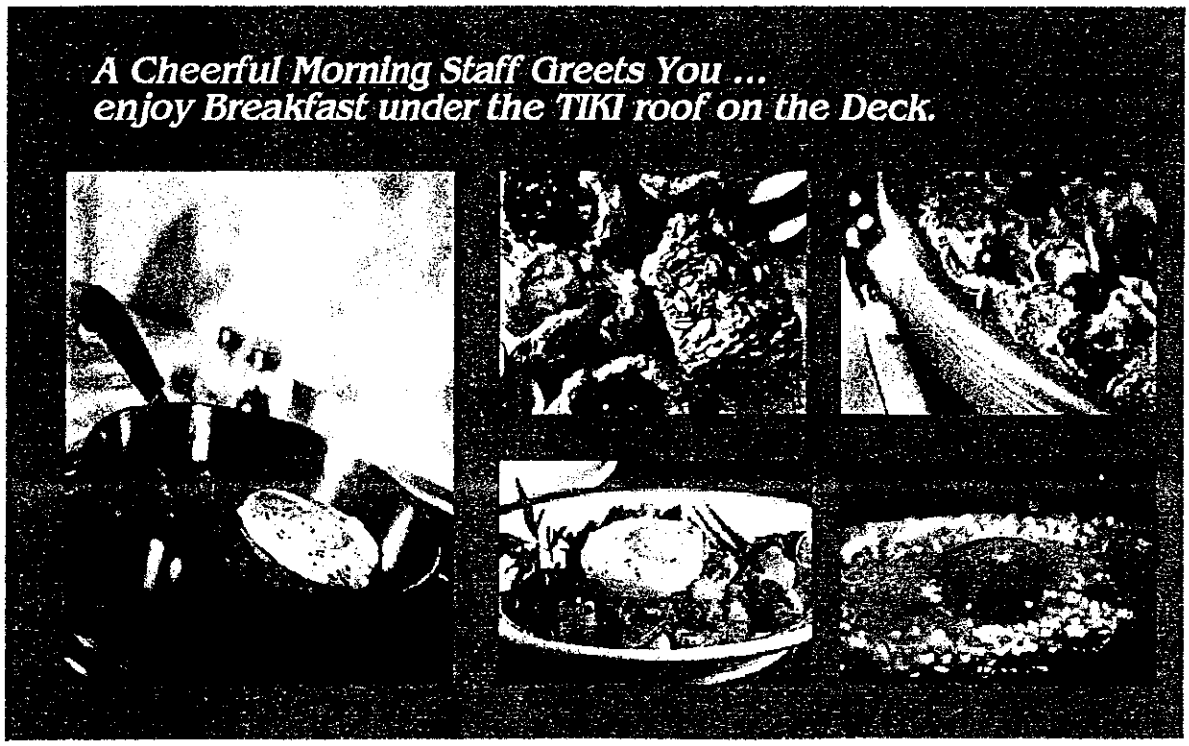
Our Commitment to Customers of the Dockside TIKI:

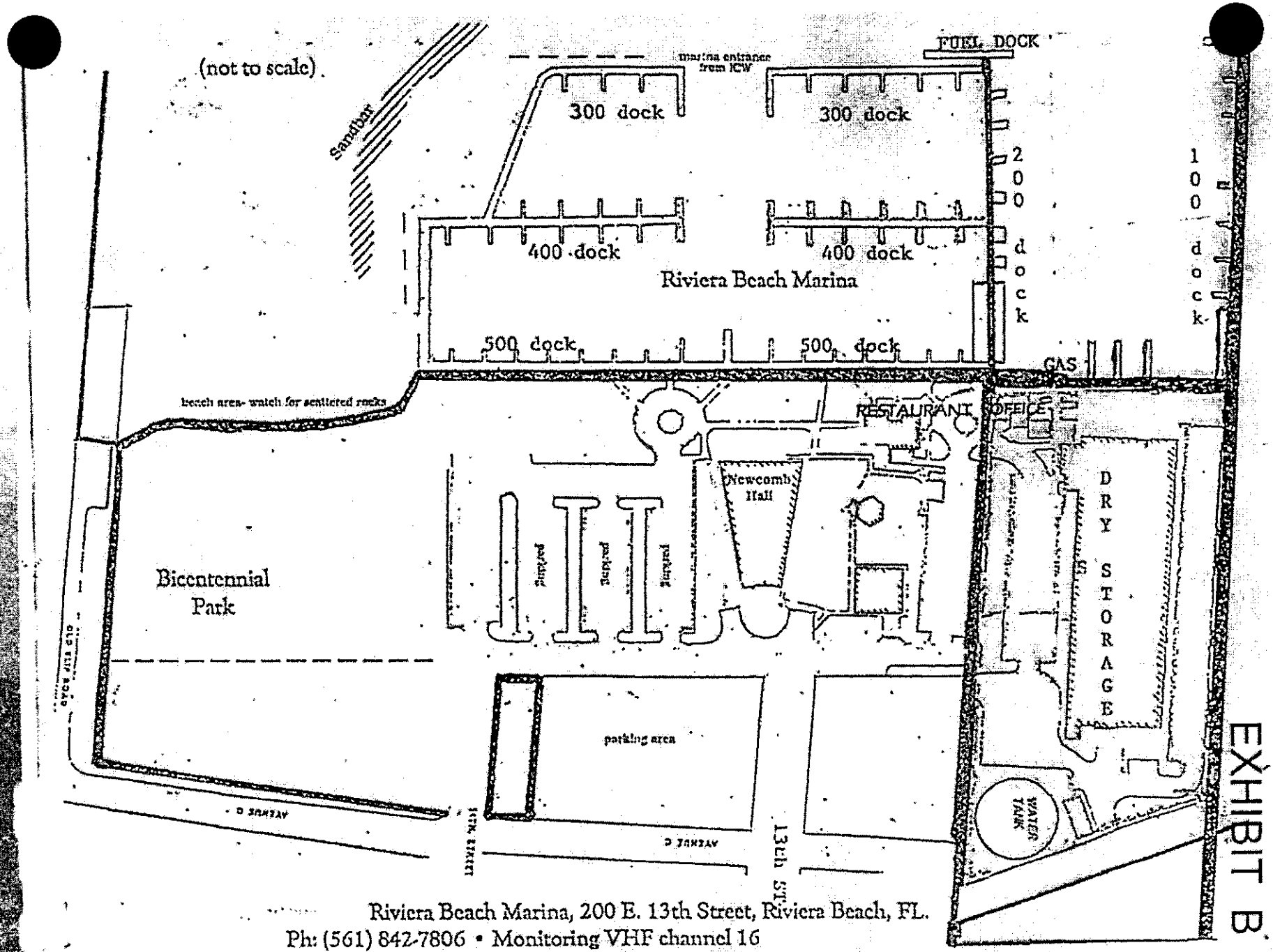
Always Fine Food Prepared from Scratch

The Freshest of Local, Seasonal Fruits and Crisp Vegetables will be emphasized. ... no canned or prepared items will be served.



We have access to some of the best, freshest fish on Earth right here in South Florida and we will use it! Ground Beef will be of the highest and freshest quality. We will Grill, Broil, Sauté, Fry and Smoke our quality Meats, Fish and Shellfish. Our deep fried turkeys are legendary. Crisp salads and innovative Sandwiches will be delicious and our 7 days-a-week Breakfast will attract a nice clientele of business and working people to the area each morning. Boat owners will be proud of the tremendous improvement to their Marina and will patronize the Dockside TIKI and enjoy a quality atmosphere.





Riviera Beach Marina, 200 E. 13th Street, Riviera Beach, FL.
Ph: (561) 842-7806 • Monitoring VHF channel 16

EXHIBIT B

RAGON-GREGORY GROUP
12970 North Shore Drive
Palm Beach Gardens • FL • 33410
Tel: (561) 758-1056 or (561) 379-9454 Fax: (561) 624-5004

EXHIBIT
A

June 13, 2002

City of Riviera Beach
Office of the City Clerk
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

RFP #05502 Rental of Space
Municipal Marina

Dear Selection Committee:

Please accept this proposal by the RAGON-GREGORY GROUP to lease the restaurant space at the City of Riviera Beach Municipal Marina.

The individual members of our partnership are ambitious, well experienced and talented in the restaurant business. We possess the knowledge of what is needed to design and operate a first-class facility at your Marina.

Attached you will find our answers to the questions within your "Request for Proposal No. 05502". We hope that you will allow us to make our proposal to you directly and respectfully request an interview. Thank you for your consideration.

Sincerely,

Robert H. Gregory

Elaine L. Olson

Keith L. Ragon

Answer to Request for Proposal #05502, City of Riviera Beach, Items A. through I.

RFP #05502 Combined Sections B, C, and D
Organizational Structure, Names of Principles and Relevant Experience

LLC Corporation in the State of Florida applied for. Organizational Structure will be as follows:

50% Ownership: Robert H. Gregory
12970 North Shore Drive
Palm Beach Gardens, FL 33410
Cell: (561) 758-1056
Hm/Fax: (561) 625-4448

50% Ownership: The Partnership of Keith L. Ragon
and Elaine L. Olson
12209 Coconut Row
Palm Beach Gardens, FL 33410
Hm. (561) 624-2940
Cell: (561) 379-9454
Fax: (561) 624-5004

The Principles:

1. Robert H. Gregory: Owner/operator of Duffy's Draft Houses and Duffy's Sports Bar and Grill at four locations in Palm Beach County, 1985 to 2001. Duffy's was consistently voted "Best Burgers in Palm Beach County" by the Palm Beach Post and Palm Beach Illustrated. Hands-on owner actively participated in the full day-to-day operations as well as the accounting, purchasing and human resource functions among the units. Local schools benefited from visiting the restaurants on their field trips and many charitable functions were sponsored including:

   - D.A.R.E
   - "Make-a-Wish" Foundation
   - Home Safe and Children's Place
   - Palm Beach Blood Bank
   - Race for the Cure & Relay for Life
   - Toys for Tots
   - and many others .....

Answer to Request for Proposal #05502, City of Riviera Beach, Items A. through I.

RFP #05502 Combined Sections B, C, and D
Organizational Structure, Names of Principles and Relevant Experience

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12970 North Shore Drive
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   - "Make-a-Wish" Foundation
   - Home Safe and Children's Place
   - Palm Beach Blood Bank
   - Race for the Cure & Relay for Life
   - Toys for Tots
   - and many others .....

2. Keith L. Ragon: Florida Certified General Contractor and builder of many large commercial and industrial projects. Builder and former owner/operator of Super Cool Cold Storage of Polk County with over 6.5 million cubic feet of below-zero freezer space. Clients included the Minute Maid Division of Coca Cola Foods, Tropicana, Colorado Box Beef and Lykes-Pasco Citrus Division. Ownerhsip of major Construction Companies with over 100 employees. Restaurant experience includes being the owner/operator of Dahl Enterprises in Winter Haven, Florida from 1991 to 1998, which operated a successful Package Store, Restaurant and Lounge.

3. Elaine Olson, Secretary/Treasurer: Has been the General Manager of the Palm Beach Yacht Club in West Palm Beach, FL for 12 years. Prior experience includes Club manager for Eastpointe Country Club, Palm Beach Gardens, FL, ownership of the Bay Harbor Club, Newport Rhode Island, General Manager of Food and Beverage operations at the Palm Beach Jai Alai Fronton, Mangonia Park, and comptroller of Doherty's Restaurant, Palm Beach. On the Membership Committee Board of Directors of the Convention and Visitors Bureau of Palm Beach County. Extensive knowledge of Restaurant and Club accounting, Taxes, State and Federal law, and all facets of Restaurant management.

RFP #05502 Section E
Identification of Staff assigned to Restaurant:

The partners Bob Gregory and Keith Ragon are able to immediately take on the project and devote full time to it. We will manage the operation ourselves and be very hands on in the day-to-day operations. Elaine Olson will participate in the design, the accounting function and menu development while retaining her position at the Palm Beach Yacht Club.

RFP #05502 Section F
Anticipated Items to be Sold

We intend to utilize the facility primarily for the sale of top quality food and beverage. After further review of the space available we will work

with the Marina Director to offer ship store convenience supplies, medical supplies, ice, fishing and boating supplies, etc.

RFP #05502 Section G
References

See Attached

RFP #05502 Section H
Proposed Lease Agreement

Depending upon the cost of the capital improvements that must be contributed by the Ragon-Gregory Group, LLC and upon the length of the Lease term to be negotiated with the City of Riviera Beach, we anticipate paying a fair and equitable amount of rent based on those parameters. Since we must supply a figure at this time, we would initially propose a monthly rent of $2,500.00 but need to discuss this further.

RFP #05502 Section I
Completed Public Entity Crimes Affidavit form and
Drug Free Workplace Form

Forms are Attached

Summary

Highest priorities of the Ragon-Gregory Group are to establish the maximum level of quality food and service to customers, to maintain a spotlessly clean facility, to provide jobs for local residents as an equal opportunity employer in a safe and drug-free workplace, and to abide by Federal and State Laws as well as all Laws and Ordinances of the City of Riviera Beach.

Summary (Continued):

Our commitment to enhance the Marina property can greatly add to the value of the entire area and, hopefully, will result in the mutual success of our partnership with the City. We will grow with the property as the City's Master Plan is implemented. We will assess and provide what the property needs and will participate substantially with the City in reaching these goals.

We have the means to dramatically improve the site and enhance the waterfront appearance. Our personal standards and ethics are of the highest level. These attributes are exceptionally important when entering into a partnership with a Municipality.

We will serve breakfast, lunch and dinner seven days a week, and would like to expand the operation, subject to approval by the City and Marina Director, to include a Ship Store and to provide take-out food.

Thank you for this opportunity to make our initial presentation. We look forward to meeting with you.

Sincerely,

THE RAGON-GREGORY GROUP

LKD
LAMN, KRIELOW, DYTRYCH & CO.
CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

CHARLES L. LAMN, CPA
GARY R. KRIELOW, CPA
MARTIN A. DYTRYCH, CPA
GARTH E. ROSENKRANCE, CPA
JOANN L. WAGNER, CPA
MICHAEL R. DILLON, CPA

2700 PGA Blvd., Suite 203
Palm Beach Gardens, FL 33410
(561) 694-1040 Fax (561) 626-2158
www.lkdcpa.com

June 12, 2002

To Whom It May Concern:

I have had the privilege of knowing Mr. Robert "Bob" Gregory both personally and professionally for over 15 years. Bob Gregory is a former owner of the Duffy's Restaurants located throughout Palm Beach County. Duffy's success could be attributed to the quality food that was offered at reasonable prices; however, under Bob's leadership, the Duffy's Corporations were always a fine corporate ambassador to the community, through its various charitable endeavors.

I would be happy to discuss Mr. Gregory's outstanding character and integrity at any time, and would wholly endorse any project involving Mr. Gregory.

Sincerely,

Martin A. Dytrych

/lms

L:\SEC\G\Gregory, Robert.doc

PALM BEACH YACHT CLUB MARINA

June 11, 2002

The Selection Committee
City of Riviera Beach Marina Project

Dear Committee:

I want to highly recommend that you engage in a Lease for the marina restaurant facility with the applicants, the Ragon-Gregory Group. Elaine Olson has been the General Manager and Marina Director of the Palm Beach Yacht Club for twelve years and has brought us to a level of success unheard of prior to her arrival. Under her guidance, the Yacht Club & Marina has been turned into a first-class facility with the ability to demand only Annual contracts on boat slips and we continually have a wait list both in the club for memberships and in the marina for Dockage. She has engineered the complete renovation of our restaurant and our Marina. She is beloved by her employees and by the Members. Her staff is loyal and dedicated to her and to her principles of serving the highest quality of food and service.

Elaine takes equal-opportunity employment to a new level, as she so greatly cares about and nurtures our minority employees and their families. Our members benefit from her ingenuity in menus, wines and club events. Boating regattas to the Bahamas, Fishing Tournaments, Guest chef nights, jazz nights, and so many other promotions have been successful only because she is with us as our General Manager.

I have personally known Keith Ragon for 10 years and have been involved with him on a few occasions involving business partnerships we were investigating. He is affable and very knowledgeable in both the construction industry and in business management in general. In negotiating he is fair and knowledgeable. My greatest impression of Keith, and one that should be important to the City of Riviera Beach, is that he is of the highest integrity and honesty. A partnership with him, whether on a handshake or in writing, would be of great benefit to your community. Keith has an avid interest in boating and fishing and will be a person who will be enjoyed by patrons of both the restaurant and marina.

Bob Gregory's reputation for running a fine restaurant business is well known and, through Elaine and Keith, I have come to know his abilities and high degree of integrity. Bob could set up this restaurant with his eyes closed and will devote full time to the operation of it. He is well known for the charitable organizations he has helped through

800 North Flagler Drive West Palm Beach, FL 33401 Tel. (561) 655-1944 Fax (561) 655-1946

his restaurant chain, Duffy's, and I am certain he will continue this type of involvement in the local community if given the chance at the Marina facility.

I am truly pleased to recommend this fine group for your marina vacancy and suggest that you have finally found the right combination of intelligent, diligent, honest people who will bring a great amount of talent to the waterfront and will make you proud of their endeavor.

If I may expand on this recommendation further, please do not hesitate to contact me. My direct telephone line is (561) 655-3115. I would be happy to answer questions of any nature about the applicants.

Sincerely,

Harry S. Hamilton

CITY OF RIVIERA BEACH

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [$10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

RAGON-GREGORY GROUP
Firm Name

Signature

Elaine L. Olson, Secretary/Treasurer
Name & Title (Print or Type)

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

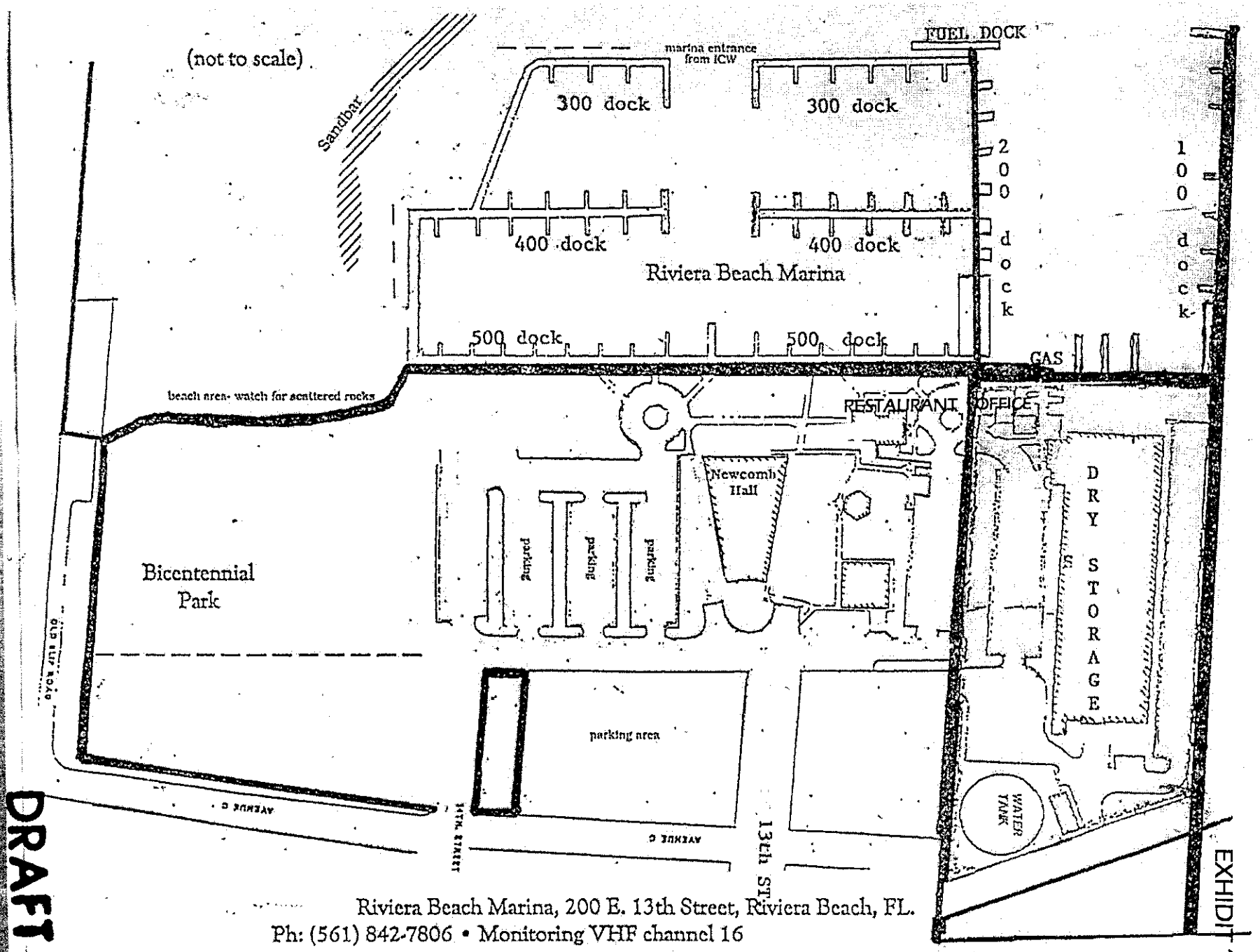
THIS CERTIFICATION is submitted by Elaine L. Olson (INDIVIDUAL'S NAME) the

Secretary/Treasurer (TITLE/POSITION WITH COMPANY/VENDOR) of Ragon-Gregory Group (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Elaine L Olson 12 June 2002

SIGNATURE DATE



Riviera Beach Marina, 200 E. 13th Street, Riviera Beach, FL.
Ph: (561) 842-7806 • Monitoring VHF channel 16

DRAFT

EXHIBIT "B"

EXHIBIT "C"

RIVIERA BEACH MARINA
WET-SLIP OR DRY STORAGE AGREEMENT

WET SLIP AGREEMENT_____ DRY-STORAGE AGREEMENT_____

POWER_____ SAIL_____ BERTH #_____

OWNER'S NAME _____

ADDRESS _____

_____ZIP_____

TELEPHONE Res ( )_____Work ( )_____

BOAT NAME_____

STATE & REG NO.:_____

MAKE_____BEAM_____OVERALL LENGTH_____

MONTHLY RATE_____PROFILE CHARGE_____

ACCESSORY_____TAX_____TOTAL_____

STAFF_____DATE_____

IT IS AGREED AS FOLLOWS:

1. ASSIGNED SPACE: It is understood and agreed by the Owner that the services provided by The City of Riviera Beach hereinafter "City", are limited to providing storage space with an in/out launching service according to the terms of this agreement. Owners of vessels assigned slips, moorings, or dry - storage spaces as may be specifically designated by the City at Marina facilities agree to relinquish their berth when requested by the City. The City agrees, insofar as possible, to temporarily reassign these Owners to suitable berths at the same facility if space is available, or otherwise credit the Owner with equivalent time (days) at then current transient dockage rates in effect for the same facility. In addition to all other power and authority retained by the City, the City may at any time, in its absolute discretion, require the Owner to remove the vessel from its assigned storage area to another storage area within the Marina, and if the Owner fails to comply, the City shall have the right to move the vessel itself. The City also reserves the right to, in its absolute discretion, move any vessel off the floating docks.

2. PAYMENT: The Owner agrees to pay the City storage fees as specified by Ordinance and any subsequent amendments thereto. The Owner also agrees that said fee shall be based on a thirty day month, shall be due and payable in advance on the first day of each month, and shall be considered delinquent if not paid in full on or before the tenth day of the month. Payments should be made to the City of Riviera Beach, c/o Marina. Delinquent accounts shall be subject to an automatic and progressive five percent delinquency charge. Transient vessel mooring and/or dry-storage fees are due and payable in advance daily or weekly as applicable.

DRAFT

TO SECURE PAYMENT OF SLIP, MOORING DRY-STORAGE FEES AND/OR SERVICE CHARGES, PURSUANT TO CHAPTERS 713 AND 85, FLORIDA STATUTES, THE OWNER HEREBY GRANTS THE CITY A LIEN UPON THE ABOVE DESCRIBED BOAT, MOTOR AND ACCESSORIES. IN THE EVENT THAT MOORING, DRY-STORAGE FEES, AND/OR SERVICE CHARGES HAVE NOT BEEN PAID, THE OWNER HEREBY AGREES THAT CITY SHALL HAVE THE RIGHT TO RETAIN POSSESSION OF SAID VESSEL UNTIL SUCH FEES AND/OR CHARGES ARE PAID, SAID RIGHT OF RETENTION SHALL INCLUDE BUT NOT BE LIMITED TO SECURING THE BOAT BY ANY MEANS NECESSARY TO PREVENT ITS REMOVAL AND/OR PLACING SAID VESSEL IN DRY STORAGE. IF SLIP, MOORING AND/OR DRY-STORAGE FEES REMAIN PAST DUE FOR A PERIOD OF SIX (6) MONTHS OR SERVICE CHARGES HAVE NOT BEEN PAID FOR A PERIOD OF NINETY (90) DAYS, THEN IT IS HEREBY MUTUALLY AGREED BETWEEN OWNER AND THE CITY THAT THE AFOREMENTIONED BOAT, MOTOR AND ACCESSORIES MAY BE SOLD BY THE CITY AT A NON-JUDICIAL SALE AS PROVIDED BY CHAPTER 328, FLORIDA STATUTES, IN ORDER TO SATISFY SAID LIEN.

In addition to any other remedies provided for in this Agreement, the Marina, as a provider of necessities to this vessel, has a maritime lien on the vessel and may bring a civil action in rem, under 46 United States Code 31342 in Federal Court, to arrest the vessel and enforce the lien and shall not be required to allege or prove in such action that credit was given to the vessel.

3. REMEDIES: Without otherwise limiting any other remedies as provided for by this Agreement, the City may pursue any other remedy provided by law. In the event a sale of the vessel is made as provided by statute or other collection procedure or legal action is required to collect any amount due under this Agreement, the Owner agrees to pay all costs of the sale and/or collection and a reasonable attorney's fee. Notice of non-judicial sale will be mailed to the owner at the address indicated herein. The Owner is responsible for notifying the Marina of any change in address.

4. NOTICE: The Owner agrees to notify the Marina in writing of any change in the information furnished by the Owner in this Agreement and any ownership change of the vessel within twenty-four (24) hours following such change. Failure to so notify City within said period of time shall be a default under this Agreement.

Any notification to the Owner pursuant to any of the provisions of this Agreement shall be sufficient if mailed to the mailing address as set forth in this Agreement.

5. ASSIGNMENT: It is understood and agreed that this Agreement is not assignable and that neither the dockage, nor the dry-storage may be assigned to others. Sub-leasing of moorings or dry-storage is strictly prohibited.

6. RENEWAL: This Agreement shall be renewed automatically each month unless terminated by either party in the manner provided herein. The City reserves the right to change daily, weekly, and monthly rates.

7. SECURITY: The City makes no warranties or representations concerning security at the premises, either for the facility in general or for the Owner's property in particular, including any means of ingress or egress thereto, or with regard to having an agent or employee on the premises.

8. BOAT REGISTRATION/DOCUMENTATION: The owner hereby agrees to provide current state, federal, or foreign power registration and/or documentation at the time of signing this Agreement and each time the Agreement is renewed or at any time upon demand of the City Manager, Marina Director, or Dock Master.

9. REPAIRS: Only repairmen authorized by the City may enter the City's premises for the purpose of making repairs on the Owner's boat.

10. RULES/REGULATIONS: The Owner hereby agrees to abide by the rules and regulations set forth herein and any additional rules which from time to time may be conspicuously posted on the premises. Employees of the City are not authorized to deviate or alter these rules or regulations except by specific authorization from the City's Marina Director.

11. TERMINATION: This Agreement may be terminated upon any of the following conditions:

By breach, forfeiture, or default of any of the covenants or provisions of this Agreement, or by violation of any statute, ordinance, Marina rule or regulation or as otherwise provided in this Agreement.

By written notice of termination by the City delivered to the owner at the address specified at least three (3) days prior to the effective date of termination. The Owner hereby agrees to remove the vessel from the City's premises by the date specified.

By written notice of termination from the Owner delivered to the Marina Director or his designee, accompanied by tender of unpaid fees or charges, if any. At that point, the Owner may remove the vessel from the City's premises. The minimum term of this Agreement is one month, and it is mutually agreed that there will be no refund of the unused portion of any monthly charge when this Agreement is terminated by the Owner.

By bonafide sale or rental of the vessel described in this Agreement.

By the designated mooring, dockage area and/or dry storage space becoming unserviceable for any reason whatsoever.

By lapse of proper insurance coverage, or any other Modification or cancellation, which causes the insurance coverage to fail, or to be in full force and effect.

In no event will the Owner be relinquished from his/her duty to pay all unpaid fees or charges.

12. RISK OF LOSS: The Owner shall be solely responsible for properly securing the boat and any equipment thereon. The City assumes no responsibility for the boat, any equipment and/or other articles left aboard the boat, including but not limited to, radios, depth/fish sounders, navigational equipment, antennae, transducers, trim tabs, bimini tops, fishing poles, downriggers and/or outriggers.

The assigned space whether slip, mooring, or dry - storage space shall be occupied at the sole risk of the Owner. The City shall not be liable in any way for any loss or damage sustained by Owner or anyone claiming by, through or under Owner arising out of any action or inaction by the City, its employees and/or agents in connection with the City's premises, the use of the assigned space, or in connection with the Owner's boat, motor and/or accessories while it is on the premises. Nor shall the City be liable for any loss or damage to the Boat, its equipment or property stored thereon, due to fire, theft, vandalism, collision, City equipment failure, wind storm, rain, hurricane or other casualty loss.

13. INDEMNIFICATION: The Owner for himself, his heirs, successors, executors, administrators, and assigns hereby waives any right it has to claim any loss or damage sustained by Owner or anyone claiming by, through or under Owner arising out of any action or inaction by the City, its employees and/or agents in connection with the City's premises, the use of the assigned space, or in connection with the Owner's boat, motor and/or accessories and/or due to fire, theft, vandalism, collision, City equipment failure, wind storm, rain, hurricane or other casualty loss while it is on the premises.

Owner agrees to indemnify the City against all claims, actions, liability and damages, including attorney's fees, whether claimed by the owner, its guests, family, employees, agents or other third parties, arising out of the Owner's possession and/or use of the assigned space and other facilities of the Marina.

Owner agrees to indemnify the City from and against any claim, suit, loss, liability or costs, including attorney's fees, arising out of, or resulting from, any use, operation or occupancy of the Boat by Owner or anyone claiming by, through or under Owner.

14. INSURANCE: The Owner hereby agrees and covenants for the term of this Agreement to maintain a Marina and watercraft liability insurance policy(s), copies of which shall be given to the Marina within five (5) days of signing this Agreement. Said insurance shall be in operative force and effect throughout the term of this Agreement, or any extension hereof.

15. OWNERSHIP/AUTHORITY: The person signing below does certify that he is the lawful Owner of the vessel hereinabove described or is authorized by the Owner to subject such vessel to the provisions of this Agreement.

Part ownership of a vessel does not in any way imply an obligation on the part of the City to furnish dockage or dry-storage to any persons other than the original signer of this Agreement. In the event of dissolution of a corporation, partnership, or any other entity, or the withdrawl of a part owner from such a partnership, or other entity, all parties shall nonetheless be bound by the terms and conditions of this Agreement and be obligated to the City for the payments of all sums due and the performance of all its covenants, terms and conditions.

16. VENUE: This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. SEVERABILITY: If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

18. INTEGRATION: This Agreement contains the entire understanding of the parties and may not be modified except in writing and signed by both parties.

I have read and fully understand the conditions set forth above and agree to abide by each and every one of them and do hereby voluntarily enter into this Agreement with the City

As of this_____day of _____, 20_____

_____
(Owner)

_____
(Parent or legal guardian, if owner is under 19 years old)

RESOLUTION NO. 187-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT 1425 W. 36TH STREET, ACREHOME PARK SECOND ADD IN, LTS 7 & 8, BLK 6 FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF $2,500.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 1425 W. 36th Street, Acrehome Park, Second Addition, lots 7 & 8, blk 6, was found to be in violation of the City's Code of Ordinances on April 20, 1990, pursuant to Case No. CEB 90-141; and

WHEREAS, code enforcement liens were filed against the property by the City of Riviera Beach on June 9, 1990 for non-compliance with the Code Enforcement Board's order; and

WHEREAS, property located at 1425 W. 36th Street, Acrehome Park, Second Addition, lots 7 & 8, blk 6, was found to be in violation of the City's Code of Ordinances on March 2, 1999, pursuant to case no. CEB 99-066; and

WHEREAS, code enforcement liens were filed against the property by the City of Riviera Beach on June 7, 1999 for non-compliance with the Code Enforcement Board's order; and

WHEREAS, Cases CEB 90-141 and No. CEB 99-066 is in compliance; and

WHEREAS, the property located at 1425 W. 36th Street is owned by Ruth Marshall; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement liens; and

WHEREAS, Ms. Marshall offers a settlement in the amount of $2,500.00; and

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement lien on the subject property;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and are hereby incorporated into this resolution.

Section 2. The City Council hereby accepts the sum of $2,500.00 as consideration for the release of the Code Enforcement lien hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become null and void.

Section 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED and APPROVED this 3rd **day of** September**, 2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO- TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned By: S. Blue
Seconded By: D. Wilson

D. Schnyer	nay
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 8/22/03

RESOLUTION NO. 188-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LOT CLEARING/CLEANING LIENS ON PROPERTY LOCATED AT 1052 WEST 30TH STREET, ADDIS ABABA, BLK 5, LT 18 FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF $910.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the vacant lots located at 1052 W. 30TH Street, Addis Ababa, blk 5, Lt 18, was found to be in violation of the City's Code of Ordinances for vacant lot maintenance on several occasions: and

WHEREAS, liens were filed against the property by the City of Riviera Beach due to city maintenance of the vacant lot during the same period; and

WHEREAS, the vacant lots are now owned by Iry D. Herbert ; and

WHEREAS, Mr. Herbert offers to settle the outstanding liens for $910.00; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement liens; and

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement lien on the subject property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and are hereby incorporated into this resolution.

Section 2. The City Council hereby accepts the sum of $910.00 as consideration for the release of the Code Enforcement lien hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become null and void.

Section 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED and APPROVED this 3rd **day of** September**, 2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO- TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned By: D. Wilson
Seconded By: A. Iles

D. Schnyer	nay
S. Blue	aye
D. Wilson	aye
E. Wade	nay
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY
Date: 8/22/03

RESOLUTION NO. 189-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING $90,000 OF MAJOR DISASTER FUND, FUND BALANCE TO COVER COSTS RELATED TO THE TORNADO OF AUGUST 7, 2003, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and its residents were hit with a Tornado on August 7, 2003, which inflicted substantial damage to both public and personal property; and

WHEREAS, that evening the Mayor declared a state of local emergency, which was ratified by the City Council on August 20, 2003; and

WHEREAS, the City's emergency operations center was activated in order to effectively manage events resulting from the disaster; and

WHEREAS, the Major Disaster funds were set aside for addressing the recovery from these type of events and requires funds to be appropriated at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, as follows:

SECTION 1. That the Finance Director is authorized to appropriate $90,000 in the Major Disaster Fund for the August 7, 2003 tornado-related expenses.

SECTION 2. That the Finance Director is authorized to set up budget in the Major Disaster Fund as follows:

REVENUE		
Major Disaster Fund- Fund Balance	607-00-399999	90,000
EXPENSES		
Overtime	607-0203-519-0-1201	74,000
Damage Repair	607-0203-519-0-4610	10,000
Operating Supplies-General	607-0203-519-0-5201	3,000
Operating Supplies-Other	607-0203-519-0-5206	3,000
		90,000

RESOLUTION NO. 189-03
PAGE 2

SECTION 2. That this resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 3rd **day of** September **2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY

DATE: 8/27/03

RESOLUTION NO. 190-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING $994,086 OF GENERAL FUND, FUND BALANCE TO COVER THE INCREASED PENSION REQUIREMENTS FOR THE POLICE AND FIRE EMPLOYEES PENSION CONTRIBUTION FOR PLAN YEAR 2002-03.

WHEREAS, an annual Actuarial Valuation Report is required to set forth required contribution levels, to disclose plan assets and actuarial liabilities, to comment on funding progress and to provide supporting information regarding the operation of the Plan; and

WHEREAS, the Actuarial report was not received until after the adoption of the budget, which reflected increased costs due to the market down turn and low interest rates; and

WHEREAS, it is now time to make the payment to the plans and funds have to be appropriated to cover the additional costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, as follows:

SECTION 1. That the City Council approves appropriating $994,086 of General Fund, Fund Balance as follows:

REVENUE		
Fund Balance	001-00-399999	994,086
EXPENDITURES		
Police Employees Retirement Contributions	001-0817-512-0-1402	660,276
Fire Employees Retirement Contributions	001-0920-522-0-1402	333,810

SECTION 2. That this resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 3rd **day of** September **2003.**

RESOLUTION NO. 190-03
PAGE 2

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: D. Wilson

D. SCHNYER	out
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 8/26/03

BY:
REVIEWED AS TO TERMS AND CONDITIONS

RESOLUTION NO. 191-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF ZEDRICK BARBER VS. THE CITY OF RIVIERA BEACH, CASE NO. CA 01-13027 AB, IN THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SETTLEMENT AGREEMENT; AUTHORIZING GALLAGHER BASSETT AND AIG TECHNICAL SERVICES, INC. TO MAKE PAYMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Zedrick Barber filed a lawsuit seeking declaratory relief against the City and the Police Pension Board in December, 2001, where he alleged he was entitled to have backpay awarded in 1999, attributable to the year in which he received it; and

WHEREAS, staff has negotiated a settlement with Mr. Barber to resolve the lawsuit and his outstanding termination.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

SECTION ONE. That the City Council hereby authorizes settlement in the matter of Zedrick Barber vs. the City of Riviera Beach, Case No. CA 01-13027 AB.

SECTION TWO. That the Mayor and City Clerk are authorized to execute a settlement agreement in the case.

SECTION THREE. That Gallagher Bassett and AIG Technical Services Inc. are authorized to make payment as appropriate.

SECTION FOUR. This resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED and APPROVED this 8TH day of September 2003.

RESOLUTION NO. 191-03
PAGE 2.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

[MUNICIPAL SEAL]

ATTEST

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
CHAIRPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: D. WILSON

D. SCHNYER	AYE
S. BLUE	NO
D. WILSON	AYE
E. WADE	NO
A. ILES	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY

Date: 8/2/03

[Settlement.PHR:syj.082503]

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

ZEDRICK BARBER,

Plaintiff,

v.

CASE NO.: CA 01-13027 AB

CITY OF RIVIERA BEACH, a Florida Municipal corporation, and THE BOARD OF TRUSTEES OF THE RIVIERA BEACH POLICE PENSION FUND,

Defendants.

_____/

SETTLEMENT AGREEMENT

Plaintiff, ZEDRICK BARBER ("Barber") and the Defendants, CITY OF RIVIERA BEACH ("City") and THE BOARD OF TRUSTEES OF THE RIVIERA BEACH POLICE PENSION FUND ("Pension Fund"), having entered into a Memorandum of Settlement pursuant to Court Ordered Mediation held on July 25, 2003, and intending hereby to formalize the terms of the Memorandum of Settlement, do agree as follows:

1. The City shall:

a. Reinstate Mr. Barber to his former position of police officer effective to April 14, 2003.

b. Assign Mr. Barber to a daytime weekday schedule in a position subject to administrative restrictions.

c. Pay Mr. Barber back pay, minus unemployment compensation benefits received, from April 14, 2003 through the date of his reinstatement.

d. Provide Mr. Barber with the standard pay and benefits paid to a police officer on administrative restrictions.

e. Purchase a twenty-five year annuity, payable to Mr. Barber or should Mr. Barber not survive, to his designated beneficiary, starting simultaneously with the payment of his "20 years and out" normal retirement pension (July 1, 2005), in an amount which is the difference between $50,000.00 annually and the amount of his standard form (life and 10 year certain) normal retirement "20 years and out" pension benefit received from the pension fund. This calculation is based on Mr. Barber accruing and having available at the time of his retirement the maximum paid leave, annual and sick, that he could have accrued during the remainder of his employ with the City of Riviera Beach. In the event Mr. Barber has utilized all or any portion of his accruable annual or sick leave between the date of his reinstatement and the date of his retirement, as set forth herein, the amount of the annuity to be secured by the City shall be reduced in proportion to the reduction occurring in Mr. Barber's final annual pension by reason of the difference between the maximum payable annual or sick leave he could have accrued and that actually accrued and paid at the time of Mr. Barber's separation from service (i.e., June 5, 2005).

f. Pay one-half (1/2) of the fees and charges of Mediation, Inc. and pay to Mr. Barber's attorney reimbursement of costs in the amount of $618.52.

g. This settlement is contingent upon approval by the Riviera Beach City Council.

2. The Pension Fund shall:

a. Upon receiving Mr. Barber's application for a normal retirement "20 years out" pension, process and pay his pension, in accordance with the option selected by Mr. Barber.

b. Pay one-half (1/2) of the fees and charges of Mediation, Inc.

c. Calculate his pension according to the definition of "average final compensation" set forth in Ordinance No. 2928.

d. This settlement is contingent upon approval by the Pension Fund Board of Trustees.

3. Barber shall:

a. Serve as a police officer working in the police department on administrative restrictions which shall not include working off-duty overtime detail.

b. As a police officer on administrative restrictions, abide by the rules, regulations, chain of command, administrative orders, policies and procedures of the Riviera Beach Police Department.

c. Be subject to the same disciplinary action as other City of Riviera Beach Police Department employees.

d. Not apply for or seek any promotions or transfers within the police department or other department or division of the City during the remainder of his employ with the City.

e. Retire from the City of Riviera Beach and the Riviera Beach Police Department immediately upon completing twenty years of credited service, which shall be June 20, 2005.

f. Within fifteen (15) days of final approval of this agreement by the Pension Board and the City Council, Mr. Barber shall submit to the City of Riviera Beach a letter of retirement effective upon reaching 20 years of creditable service, and submit to the Pension Fund an application for normal "20 and out" retirement in accordance with subparagraph 3.d. above.

g. Upon his separation from service from the City, not apply for, seek, or accept any position with the police department or any other department or division of the City of Riviera Beach.

h. Withdraw his grievance protesting his discharge, which withdrawal must be approved in writing by IUPA (International Union of Police Associations) in order for this agreement to be effective.

i. Provide the City and the Pension Board a limited release releasing each of them from any claims, causes, liabilities, etc. arising out of, or which could have been brought in connection with, the action styled Zedrick Barber v. City of Riviera Beach, et al., Case No. CA 01-13047 (AB), Fifteenth Judicial Circuit of Florida, and the termination of Mr. Barber's employment on or about April 14, 2003.

j. Pay his own attorney's fees and costs in excess of the amount set forth above.

4. Upon final approval of this agreement by the Pension Board and the City Council, the parties shall execute a stipulation for dismissal of this action with prejudice.

Dated as of September _____, 2003.

CITY OF RIVIERA BEACH

Michael Brown, Mayor

Zedrick Barber, Plaintiff

Kenneth G. Spillias, Esquire
Attorney for the City of Riviera Beach

Frederick Ford, Esquire, Attorney for Plaintiff

THE BOARD OF TRUSTEES OF THE
RIVIERA BEACH POLICE PENSION FUND

Billie Brooks-Nelson, Chairperson

Robert Sugarman, Esquire
Attorney for the Board of Trustees of the
Riviera Beach Police Pension Fund

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RESOLUTION NO. 192-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SETTLEMENT AGREEMENT BETWEEN ARZ BUILDERS, INC. AND AMERICAN CONTRACTORS INDEMNITY COMPANY IN THE AMOUNT OF $66,000.00 AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 305-1116-519-0-6304, "SIDEWALKS" TO MARK B. KLEINFELD, P.A., TRUST ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ARZ Builders, Inc., provided to the City labor, services, and material in connection with the City Wide Sidewalk Improvement Project pursuant to an Agreement with the City dated April 18, 2001; and

WHEREAS, the American Contractors Indemnity Company provided the City a payment and performance bond in which the City made a claim for performance under said bond; and

WHEREAS, ARZ Builders, Inc, its Principal, George Adoujawdeh and the wife of its Principal, Rania Aboujawdeh have agreed to indemnify American Contractors Indemnity Company against all damages, expenses, attorney's fees, and costs pursuant to a General Indemnity Agreement dated March 21, 2001.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA THAT:

SECTION 1. That City Council hereby authorizes the Mayor and City Clerk to execute the Settlement Agreement between ARZ Builders, Inc. and American Contractors Indemnity Company in the amount of $66,000.00.

SECTION 2. That the Finance Director is hereby directed to make payment in the amount of $66,000.00 from Account No. 305-1116-519-0-6304, "Sidewalks" to Mark B. Kleinfeld, P.A., Trust Account.

SECTION 3. That a copy of the Settlement Agreement is attached hereto and made a part of this resolution.

SECTION 4. This Resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 192-03
-2-

PASSED and APPROVED this 3rd day September, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

[Municipal Seal]

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned by: S. Blue
Seconded by: D. Wilson

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

PDW.dpm080603]

Approved as to legal sufficiency

By: Pamala H. Ryan
Pamala H. Ryan
City Attorney
Date: 8/22/03

SETTLEMENT AGREEMENT

COME NOW, ARZ Builders, Inc. (hereinafter referred to as the "Contractor"), George Aboujawdeh, Rania Aboujawdeh, the City of Riviera Beach (hereinafter referred to as the "City"), and American Contractors Indemnity Company, (hereinafter referred to as the "Surety"), and agree as follows:

WHEREAS, the Contractor provided to the City labor, services, and material, in connection with the City Wide Sidewalk Improvement Project (the "Project") pursuant to an Agreement with the City dated April 18, 2001; and

WHEREAS, the Surety provided the City a payment and performance bond (City Sidewalk Payment and Performance Bond #120311), and the City made a claim for performance under said Bond; and

WHEREAS, the Contractor, its Principal, George Aboujawdeh, and the wife of its Principal, Rania Aboujawdeh (hereinafter referred to on occasion as "Indemnitors"), have agreed to indemnify the Surety against all damages, expenses, attorney's fees, and costs pursuant to a General Indemnity Agreement dated March 21, 2001 (the "General Indemnity Agreement"); and

WHEREAS, the parties hereto have agreed to settle their claims, as set forth herein;.

NOW THEREFORE, the parties agree as follows:

1. Within seven (7) days after final approval of this Settlement Agreement by the City Council of the City, the City shall pay the sum of $66,000 that shall be made payable to "Mark B. Kleinfeld P.A. Trust Account", for the benefit of the Contractor. The Contractor directs that Mark B. Kleinfeld, P.A. shall immediately disburse the $66,000 as follows:

   a. $47,000 shall be made payable to "Peter J. Snyder IOTA Trust Account" and delivered to:
   Peter J. Snyder, Esq.
   Law Offices of Arthur C. Koski
   568 Yamato Road #200
   Boca Raton, FL 33431

   b. $19,000 shall be made payable to "Thompson and Slagle Attorneys' Trust Account" for the benefit of the Surety and delivered to:
   DeWitte Thompson, Esq.
   Thompson & Slagle, P.C.
   3295 River Exchange Drive #300
   Norcross, GA 30092

   The payments provided in this paragraph represent full and final settlement of all matters arising out of the contract between the City and the Contractor for the Project. Upon clearance of all settlement funds delivered to Peter J. Snyder, Esq. and DeWitte Thompson, Esq., the City and the Contractor shall each be deemed to have released and discharged each other from any and all claims, demands, and

causes of action arising out of or in connection with the Project and the Agreement dated April 18, 2001. If the City Council does not approve this Settlement Agreement, then it shall be cancelled and of no effect.

The settlement payment provided to DeWitte Thompson, Esq., on behalf of surety, represents a compromise and settlement of expenses, costs and attorneys' fees incurred by Surety in connection with Surety's investigation of the alleged default under the performance bond and representation of its interest in the ongoing dispute concerning the performance bond. It is Surety's position that Surety is entitled to be indemnified from all expenses and attorneys' fees incurred. Indemnitors have disputed the reasonableness of said expenses, costs and attorneys' fees. The payment made hereunder to Surety represents a compromise payment and an accord and satisfaction of the obligation of the Indemnitors to the Surety under the General Indemnity Agreement through the date hereof. While Surety agrees not to seek the balance of said expenses, costs and attorneys' fees from Indemnitors, Surety does expressly otherwise reserve its rights in connection with said costs and reimbursement therefore. Upon the clearance of said funds, the Surety's Performance Bond (but not its Payment Bond) on the Project shall be discharged. The Surety and Contractor acknowledge that the payment bond and the General Indemnity Agreement obligations in connection therewith are not released.

2. After execution of this Settlement Agreement, the Surety shall provide the Contractor's counsel and the City's counsel, the report prepared by third party consultants, not affiliated with but hired by the Surety, to review and provide advice in relation to the Project. The City's obligation to make payment under paragraph 1 is conditioned upon receipt of said reports; if said report is not received, this Settlement Agreement is null and void. The parties understand that the report is limited in scope and primarily addresses the consultants estimated cost to complete the Project based upon a scope of work identified by the City's engineer to the Surety's consultant. The Surety did not participate in the preparation of the consultant's report.

3. This Agreement shall not be construed as an admission by any party as to the validity of any claim, defense, or demand, of any other party to this Settlement Agreement, whether previously raised, presented or not.

4. Except as otherwise expressly set forth herein, each party shall bear its own attorney's fees and costs. However, if any party to this Agreement is required to retain counsel to enforce this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees in connection with any such enforcement action.

5. This Agreement constitutes the entire agreement among the parties. It supersedes any prior agreement or understanding among them, and it may not be modified or amended in any manner other than as set forth in this Agreement. This

TGL

Agreement shall inure to the benefit of, and shall be binding on, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties to this Agreement. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

6. This Agreement and the rights of the parties under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, and venue for enforcement of this Agreement shall lie in a state forum located in Palm Beach County, Florida having jurisdiction over the subject matter.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as indicated below.

AGREED TO this 04 day of ~~April,~~ September 2003. (Date of party's signature)

ARZ BUILDERS, INC.

By: _____
George Aboujawdeh, Pres.

_____
George Aboujawdeh, Individually

_____
Rania Aboujawdeh, Individually

CITY OF RIVIERA BEACH

By: _____
Michael D. Brown,
Mayor

Attest:

By: _____ 9/04/03
Carrie E. Ward, MMC
City Clerk

(Signatures continued on next page)

Approved as to Form and Legal Sufficiency:

By: _____
Pamala H. Ryan,
City Attorney

Date: 8/22/03

AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____
Name: _____
Title: _____

Approved as to Form and Legal Sufficiency:

By: _____ 7/28/03
Peter J. Snyder, Esq.
Attorney for ARZ Builders, Inc.

Approved as to Form and Legal Sufficiency:

By: _____
Mark B. Kleinfeld, Esq.
Attorney for City of Riviera Beach

Approved as to Form and Legal Sufficiency:

THOMPSON & SLAGLE, P.C.

By: _____
DeWitte Thompson, Esq.
Attorneys for American Contractors
Indemnity Company

Approved as to Form and Legal Sufficiency:

By: Pamela H. Ryan

Pamala H. Ryan,
City Attorney

Date: 8/22/03

AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____
Name: Brian F. Sands
Title: Senior Surety Analyst.

Approved as to Form and Legal Sufficiency:

By: _____

Peter J. Snyder, Esq.
Attorney for ARZ Builders, Inc.

Approved as to Form and Legal Sufficiency:

By: _____

Mark B. Kleinfeld, Esq.
Attorney for City of Riviera Beach

Approved as to Form and Legal Sufficiency:

THOMPSON & SLAGLE, P.C.

By: _____

DeWitte Thompson, Esq.
Attorneys for American Contractors
Indemnity Company

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 10/14/02

PRODUCER
ARTHUR GALLAGHER & CO
8200 NW 41st Street, Ste. 200
Miami, FL 33166
305 592-6080

Cleared

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

INSURER A: UNITED NATIONAL INSURANCE CO.
INSURER B: MIDWEST EMPLOYERS CASUALTY CO.
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CP0065367	10/01/02	10/01/03	EACH OCCURRENCE	$SEE BELOW
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				PRODUCTS - COMP/OP AGG	$
A	AUTOMOBILE LIABILITY	CP0065367	10/01/02	10/01/03	COMBINED SINGLE LIMIT (Ea accident)	$SEE BELOW
	X ANY AUTO				BODILY INJURY (Per person)	$
	ALL OWNED AUTOS					
	SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	X HIRED AUTOS					
	X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
A	WORKERS COMPENSATION AND	CP0065367	10/01/02	10/01/03	WC STATUTORY LIMITS / OTHER	
B	EMPLOYERS' LIABILITY	2501-SC-FL	10/01/02	10/01/03	E.L. EACH ACCIDENT	$SEE BELOW
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

GL LIMITS: FS768.28 $100,000 EACH CLAIMANT/$200,000 PER ACCIDENT INCL. $100,000 SIR
AL LIMITS: FS768.28 $100,000 EACH CLAIMANT/$200,000 PER ACCIDENT INCL. $100,000 SIR
COMPANY A WC/EL LIMIT: $175,000 EXCESS OF $275,000 SIR
COMPANY B WC LIMIT: STATUTORY EXCESS OF $450,000 RETENTION
(See Attached Descriptions)

CERTIFICATE HOLDER — ADDITIONAL INSURED; INSURER LETTER:

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS
3323 BELVEDERE ROAD, BLDG. #501
WEST PALM BEACH, FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
[signature]

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COMPA EL LIMIT: $1,000,000 EXCESS OF $450,000 RETENTI

RE: FUNDING FOR CDBG PROJECTS. THE INTEREST OF PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS IS ADDED AS ADDITIONAL INSURED ONLY AS RESPECTS THEIR INTEREST IN THESE PROJECTS.

July 18, 2003

Peter J. Snyder, Esq.
Law Offices of Arthur C. Koski
568 Yamato Road #200
Boca Raton, FL 33431

ARZ Builders, Inc.
George Aboujawdeh, President
1508 SW 1ST AVE
Boca Raton, FL 33432

City of Riviera Beach
c/o Paul J. White, Assistant City Manager
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

Re: ARZ Builders, Inc

Dear Mr. White:

With regard to the settlement agreement by and between ARZ Builders, Inc. ("ARZ"), the City, and American Contractors Indemnity Company, which ARZ has signed on 7/28, 2003 and Peter J. Snyder, Esq.("Snyder") has signed on 7/28, 2003, this letter will acknowledge and confirm the following:

1. Snyder withdraws and waives any claim of lien against the settlement proceeds as against the City or any of its attorneys in the event such proceeds are funded by the City.
2. ARZ withdraws and cancels the directive in its letter dated May 22, 2003 to Paul D. White that the settlement funds are be paid by check to ARZ Builders, Inc. and sent to the above address in the event such proceeds are funded by the City .
3. ARZ and Snyder jointly request that the City direct its attorney, Mark B. Kleinfeld P.A. to divide and pay the settlement proceeds of $47,000.00 as follows:
    A. The sum of $12,000.00 by check payable to Snyder and mailed to Snyder at the above address.
    B. The sum of $35,000.00 by check payable to ARZ and mailed to ARZ c/o George Aboujawdeh, President at the above address.

This letter is not intended to modify or amend any terms or conditions of the settlement agreement except with respect to disbursement of the settlement proceeds payable to the Peter J. Snyder IOTA Trust Account, which shall be disbursed as set forth above if funded by the City.

Very truly yours,

Peter J. Snyder, Esq.

Rania Aboujawdeh, individually

ARZ Builders, Inc.

By: _____
George Aboujawdeh, President

_____
George Aboujawdeh, individually

RESOLUTION NO. 193-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING FIRE RESCUE TO PURCHASE SEVENTY-SEVEN (77) SETS OF FIREFIGHTING PROTECTIVE CLOTHING UNDER THE CITY OF MARGATE GSA BID FROM FISHER SCIENTIFIC COMPANY OF TAMPA, FLORIDA, IN THE AMOUNT OF $88,935.00 AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT 309-0920-5220-5205.

WHEREAS, the City Council approved the funding for the purchase of seventy-seven (77) sets of Firefighter Protective Clothing in the 2002/03 Fiscal budget; and

WHEREAS, staff is requesting that it be allowed to purchase seventy-seven (77) sets of firefighting protective clothing from Fisher Scientific Company, Tampa, Florida, under the City of Margate GSA Bid.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

Section 1: That the bid for the purchase of seventy-seven (77) sets of Firefighting Protective Clothing be awarded to Fisher Scientific Company of Tampa, Florida, under the City of Margate Bid.

Section 2: The City Council of the City of Riviera Beach authorizes the Mayor and Finance Director to make payment to Fisher Scientific Company in the amount of $88,935.00 for same from account number 309-0920-5220-5205.

Section 3: The resolution shall take effect upon its passage and adoption by the City Council.

PASSED and APPROVED this 17TH **day of** SEPTEMBER**, 2003**

RESOLUTION NO. 193-03
PAGE 2

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: E. WADE

D. SCHNYER:	AYE
S. BLUE:	AYE
D. WILSON:	AYE
E. WADE:	AYE
A. ILES	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY

DATE: 9/5/03

TFP 8/25/03

RESOLUTION NO. 194-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING FIRE RESCUE TO PURCHASE ONE (1) PIERCE CUSTOM CONTENDER PUMPER IN THE AMOUNT OF $216,380.00 UNDER LAKE COUNTY BID #99-150 FROM PIERCE MANUFACTURING, INC. IN APPLETON, WISCONSIN; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT 309-0920-5220-6405.

WHEREAS, the City Council approved the funding for the purchase of one (1) new fire pumper in the 2002/03 Fiscal budget; and

WHEREAS, the City can purchase one (1) fire pumper under the Lake County Bid #99-150 from Pierce Manufacturing, Inc.; and

WHEREAS, the City Council authorizes the Mayor and Finance Director to pay $216,380.00 from account number 309-0920-5220-6405 for the purchase of this fire pumper.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

Section 1: The purchase of one (1) Pierce Custom Contender Pumper under Lake County Bid #99-150 from Pierce Manufacturing, Inc. is hereby approved.

Section 2: The City Council of the City of Riviera Beach authorizes the Mayor and Finance Director to make payment to Pierce Manufacturing, Inc. in the amount of $216,380.00 for same from account number 309-0920-5220-6405.

Section 3: The resolution shall take effect upon its passage and adoption by the City Council.

PASSED and APPROVED this 17TH **day of** SEPTEMBER**, 2003**

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: E. WADE

D. SCHNYER:	AYE
S. BLUE:	AYE
D. WILSON:	AYE
E. WADE:	AYE
A. ILES	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY

DATE: 9/5/03

TFP 8/25/03

RESOLUTION NO. 195-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING FIRE RESCUE TO PURCHASE ONE (1) MEDTEC AMBULANCE IN THE AMOUNT OF $127,955.35 UNDER FLORIDA SHERIFF'S BID #01-09-0904 FROM MEDTEC AMBULANCE CORPORATION IN GOSHEN IN.; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT 309-0920-5220-6405.

WHEREAS, the City Council approved the funding for the purchase of one (1) new ambulance in the 2002/03 Fiscal budget; and

WHEREAS, the City can purchase one (1) ambulance under the Florida Sheriff's Bid #01-09-0904 from Medtec Ambulance Corporation of Goshen, IN.; and

WHEREAS, the City Council authorizes the Mayor and Finance Director to pay $127,955.35 from account number 309-0920-5220-6405 for the purchase of this ambulance.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

Section 1: The purchase of one (1) Medtec Ambulance under Florida Sheriff's Bid from Medtec Ambulance Corporation is hereby approved.

Section 2: The City Council of the City of Riviera Beach authorizes the Mayor and Finance Director to make payment to Medtec Ambulance Corporation in the amount of $127,955.35 for same from account number 309-0920-5220-6405.

Section 3: The resolution shall take effect upon its passage and adoption by the City Council.

PASSED and APPROVED this 17TH **day of** SEPTEMBER**, 2003**

RESOLUTION NO. 195-03
PAGE 2

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: E. WADE

D. SCHNYER:	AYE
S. BLUE:	AYE
D. WILSON:	AYE
E. WADE:	AYE
A. ILES	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY

DATE: 9/5/03

TFP 8/25/03

Construction Account No. 301-0716-5190-5304	$78,413
Inspection and geotechnical services Account No. 301-0716-5190-3103	$3,921
Contingency Account No. 301-0716-5190-5999	$7,841

SECTION 4. That $90,175 shall be reimbursed from the storm water utility fund by the end of fiscal year 2004.

SECTION 5. This resolution shall take affect immediately upon its passage.

PASSED and APPROVED this 17TH **day of** SEPTEMBER **, 2003.**

(the remainder of this page is left blank)

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: D. WILSON
Seconded By: E. WADE

D. Schnyer	AYE
S. Blue	AYE
D. Wilson	AYE
E. Wade	AYE
A. Iles	AYE

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date:

Res0196ck
7.08.03

PROJECT SITE

BIMINI

MORSE

MANOR

OCEAN

SR A1A

ARDMORE

POWELL

SINGER

SINGER

SANDY

SUGAR SANDS

0 85 170 340 510 680 Feet

N

CITY OF RIVIERA BEACH

Enlarged Area

LOCATION MAP
Morse Blvd. Project

Legend

- Parcel Boundary
- Street Center Line
- Municipal Boundary
- Morse Blvd. Drainage

Map Created on September, 2003
by the City of Riviera Beach Community Development Dept.

D:projects/engineering/Morse Blvd/location map Morse Blvd.mxd

CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION

This Contract is made as of the _____ day of _____, 2003 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Chaz Equipment Co., Inc. [ ] an individual, [ ] a partnership, [x] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 65-0062654.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of installation of drainage pipes and inlets on Morse Boulevard.

The CITY'S representative/liaison during the performance of this Contract shall be Mary McKinney, Director of Community Development, and telephone no. (561) 845-4060.

ARTICLE 2 - SCHEDULE

A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within ninety (90) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement.

B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars ($100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 17, herein.

C. Contract Documents – This agreement and the attached proposal submitted by the CONTRACTOR constitute the contract documents.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in attached proposal. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall make payment in full upon completion of the work in accordance with the details shown on the proposal.

B. Payment – Upon completion of the work, the CONTRACTOR shall submit an invoice, final invoice, for all the work performed under this contract. The invoice received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will make full payment to the CONTRACTOR within thirty (30) days following the CITY representative's approval.

C. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the CITY OF RIVIERA BEACH Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

D. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days' prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of

termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in their respective field.

The CONTRACTOR agrees that that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting

opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 – M/WBE PARTICIPATION

M/WBE shall have the opportunity to participate in this project. Contractors are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the City's policy, the CONTRACTOR further agrees to hire other minority sub-contractors to work on this project.

In accordance with the City of Riviera Beach M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR incorporates Schedule 1 (Participation of M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar value of the M/WBE participation on Schedule 1 agreeing to perform the contract at the listed dollar value.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the City to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY the CONTRACTOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $500,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owed automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

E. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

The CONTRACTOR shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action arising from and/or relating to the Contract will be held in Palm Beach County, Florida.

ARTICLE 15-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or

appear to influence the CONTRACTOR'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 23 - NONDISCRIMINATION

CONTRACTOR will not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, marital status or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

The CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county, or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the City Council for the CITY OF RIVIERA BEACH.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Mary McKinney, Director of Community Development

600 West Blue Heron Boulevard

Riviera Beach, Florida 33404

and if sent to the CONTRACTOR shall be mailed to:

Gary Czajkowski, President, Chaz Equipment Co., Inc.

3460 Fairlane Farms Road Suite 8

Wellington, Florida 33414

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced herein sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - SPECIAL CONDITIONS

All materials and supplies provided by CONTRACTOR shall be in accordance with the plans and specifications approved by the CITY.

ARTICLE 32 – INSPECTION OF WORK

The CITY'S representative or the CITY'S Engineer shall at all times have access to work wherever it is in preparation or progress; and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this contract as it relates to the construction of drainage inlets and pipes for Morse Boulevard Drainage Improvement project shall be guaranteed by the Manufacturer for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to concrete castings, grates, and pipes for a period of one year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacement within 30 days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct the gate and decorative fence.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY'S property from injury or loss arising during the term of the Contract. Except for any such

damage, injury, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the CITY.

ARTICLE 35 – TIME

Time is of the essence in all respects under this agreement.

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 37 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 38 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 39 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

WITNESS WHEREOF, the City Council of the CITY OF RIVIERA BEACH, Florida has made and executed this Contract on behalf of the CITY, and CONTRACTOR has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

BY: _____
MICHAEL D. BROWN,
MAYOR

CHAZ EQUIPMENT CO., INC.

BY: _____
GARY CZAJKOWSKI
PRESIDENT

ATTEST:

BY: _____ 9/25/03
CARRIE E. WARD, CITY CLERK,
MMC

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
MARY MCKINNEY, DIRECTOR
COMMUNITY DEVELOPMENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN,
CITY ATTORNEY

Date: _____

EXHIBIT "A"

SCOPE OF WORK
Installation of Drainage Pipes and Inlets on Morse Blvd.

The work under this contract consists of installing drainage inlets and pipes on Morse Boulevard, west of Manor Drive as follows:

Item	Description	Quantity
1-	Mobilization	1 each
2-	Type "E" inlets	2 each
3-	Type "P" manhole	1 each
4-	18" RCP	119 L.F.
5-	24" RCP	134 L.F.
6-	Core Exist Wall	1 each
7-	Concrete Collar	1 each
8-	Removal of conc. Driveway and excess material	180 C.Y.
9-	6" conc. driveway	70 S.Y.
10-	Plant 4 trees and 60 bushes, sod	$4,000.00 allowance
11-	Replace sod	300 S.Y.
12-	Dewatering	250 L.F.
13-	Pollution Prevention	Lump Sum
14-	Replace 6" WM 20 L.F. (DIP)	
15-	Restore Pavement	122 S.Y.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONTRACTOR as defined in Exhibit "A" is based on 90% completion and compensation for the work tasks stated herein shall be paid in accordance with Article 3 and the following Schedule of Values, which is attached herein and which forms a part of Exhibit B.

EXHIBIT "B"

MORSE BOULEVARD DRAINAGE

Item	Description	Quantity	Unit Cost ($)	Total
1-	Mobilization	1 each	Lump Sum	12,000.00
2-	Type "E" inlets	2 each	4000.	8,000.00
3-	Type "P" manhole	1 each	4,500.00	4,500.00
4-	18" RCP	119 L.F.	77.00	9,163.00
5-	24" RCP	134 L.F.	150.00	20,100.00
6-	Core Exist Wall	1 each	Lump Sum	4,000.00
7-	Concrete Collar	1 each	Lump Sum	2,500.00
8-	Removal of conc. Driveway and excess material	180 C.Y.	10.00	1,800.00
9-	6" concrete driveway	70 S.Y.	30.00	2,100.00
10-	Plant 4 trees and 60 bushes/trees	allowance	$4,000.00	$4,000.00
11-	Replace sod	300 S.Y.	5.00	1,500.00
12-	Dewatering	250 L.F.	10.00	2,500.00
13-	Pollution Prevention	Lump Sum	Lump Sum	1,000.00
14-	Replace 6" WM	20 L.F. (DIP)	110.00	2,200.00
15-	Restore Pavement	122 S.Y.	25.00	3050.00

TOTAL ($) 76,413.00

CHAZ EQUIPMENT CO., INC.
3460 Fairlane Farms Rd., Suite 8
Wellington, Florida 33414

EXHIBIT "B"

MORSE BOULEVARD DRAINAGE

Item	Description	Quantity	Unit Cost ($)	Total
1-	Mobilization	1 each	Lump Sum	12,000.00
2-	Type "E" inlets	2 each	4000.	8,000.00
3-	Type "P" manhole	1 each	4,500.00	4500.00
4-	18" RCP	119 L.F.	77.00	9,163.00
5-	24" RCP	134 L.F.	150.00	20,100.00
6-	Core Exist Wall	1 each	Lump Sum	4,000.00
7-	Concrete Collar	1 each	Lump Sum	2,500.00
8-	Removal of conc. Driveway and excess material	180 C.Y.	10.00	1,800.00
9-	6" concrete driveway	70 S.Y.	30.00	2,100.00
10-	Plant 4 trees and 60 bushes/trees	allowance	$4,000.00	$4,000.00
11-	Replace sod	300 S.Y.	5.00	1,500.00
12-	Dewatering	250 L.F.	10.00	2,500.00
13-	Pollution Prevention	Lump Sum	Lump Sum	1,000.00
14-	Replace 6" WM	20 L.F. (DIP)	110.00	2,200.00
15-	Restore Pavement	122 S.Y.	25.00	3050.00

TOTAL ($) 77,413.00

CHAZ EQUIPMENT CO., INC.
3460 Fairlane Farms Rd., Suite 8
Wellington, Florida 33414

EXHIBIT "B"

MORSE BOULEVARD DRAINAGE

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1-	Mobilization	1 each	Lump Sum	12,000.00
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5-	24" RCP	134 L.F.	150.00	20,100.00
6-	Core Exist Wall	1 each	Lump Sum	4,000.00
7-	Concrete Collar	1 each	Lump Sum	2,500.00
8-	Removal of conc. Driveway and excess material	180 C.Y.	10.00	1,800.00
9-	6" concrete driveway	70 S.Y.	30.00	2,100.00
10-	Plant 4 trees and 60 bushes/Irrig	allowance	$4,000.00	$4,000.00
11-	Replace sod	300 S.Y.	5.00	1,500.00
12-	Dewatering	250 L.F.	10.00	2,500.00
13-	Pollution Prevention	Lump Sum	Lump Sum	1,000.00
14-	Replace 6" WM	20 L.F. (DIP)	110.00	2,200.00
15-	Restore Pavement	122 S.Y.	25.00	3050.00

TOTAL ($) 76,413.00

CHAZ EQUIPMENT CO., INC.
3460 Fairlane Farms Rd., Suite 8
Wellington, Florida 33414

RESOLUTION NO. 197-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE CONTRACT AND AWARDING THE BID TO TECHNICAL TREATMENT SERVICES, INC., THE LOWEST RESPONSIVE BIDDER, FOR THE REPLACEMENT OF THE TRI-JAEGER MEDIA FOR THE AIR STRIPPER VESSELS AT THE WATER TREATMENT PLANT IN THE AMOUNT OF $138,786.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF $138,786.00 FROM THE UTILITIES CONTINGENCY ACCOUNT (401-1437-533-0-5999) TO THE REPAIR & MAINTENANCE-BUILDING ACCOUNT (401-1437-533-0-4602); TO MAKE PAYMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, A Request for Proposal (RFP) to specialized vendors to bid on the replacement of the Tri-Jaeger Media for the Air Stripper Vessels at the Riviera Beach Water Treatment Plant was made by the City on July 6, 2003 and July 10, 2003. However, the City only received two (2) responses to such RFP; and

WHEREAS, It was determined that Technical Treatment Services, Inc., submitted the lowest responsive bid for the replacement of the Tri-Jaeger Media for the Air Stripper Vessels in amount of $138,786.00; and

WHEREAS, Technical Treatment Services, Inc., represents a 15% participation in the Minority Business Enterprises (M/WBE) to participate in and perform projects financed with City funds; and

WHEREAS, The Environmental Protection Agency, (EPA) through an agreement with the City of Riviera Beach, has committed to the reimbursement of operational costs associated with the air strippers at the City's water plant; and

WHEREAS, Staff recommends that City Council approve the contract and bid award to Technical Treatment Services, Inc. for this project.

RESOLUTION NO. 197-03

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the City Council hereby accepts the contract and bid in the amount of $138,786.00.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute the contract from Technical Treatment Services, Inc.

SECTION 3: That the Finance Director is to transfer funds from the Utilities Contingency Account No. 407-1437-533-0-5999 to the Repair & Maintenance Building Account No. 407-1437-533-0-4602; and make payment from the same.

SECTION 4: This Resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 197-03
PAGE 2

PASSED AND APPROVED this 17th day of SEPTEMBER, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA- RYAN, CITY ATTORNEY

DATE: 9/10/03

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CITY OF RIVIERA BEACH
CONTRACT FOR MATERIAL AND SERVICING

This Contract is made as of the 19th day of September 2003 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Technical Treatment Services, Inc. [ ] an individual, [ ] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 59-345-9946.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide repair/maintenance services in the area of air stripper vessels, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Contract shall be William Gartin, Water Plant Superintendent, Water Treatment Plant; Telephone no.: (561) 845-4051.

ARTICLE 2 - SCHEDULE

A. Time of Completion - Work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within one hundred fifty (150) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement.

B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars ($100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 17, herein.

C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B.". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel

costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, attached hereto and made part hereof.

B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.

C. Progress Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR's estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the CITY OF RIVIERA BEACH Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days' prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in their respective field.

The CONTRACTOR agrees that that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 – M/WBE PARTICIPATION

M/WBE shall have the opportunity to participate in this project. Proposers are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the City's policy, the CONTRACTOR further agrees to hire other minority sub-contractors to work on this project.

In accordance with the City of Riviera Beach M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR incorporates Schedule 1 (Participation of M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar value of the M/WBE participation on Schedule 1 agreeing to perform the contract at the listed dollar value.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the City to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY the CONTRACTOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $500,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owed automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

E. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

The CONTRACTOR shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action arising from and/or relating to the Contract will be held in Palm Beach County, Florida.

ARTICLE 15-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In

the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S

relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift , or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 23 - NONDISCRIMINATION

CONTRACTOR will not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, marital status or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

The CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county, or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the City Council for the CITY OF RIVIERA BEACH.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Albert Valdivia, Assistant Utilities Director
City of Riviera Beach Utilities Department
800 West Blue Heron Boulevard
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

Mark A. Maus, Director of Operations
Technical Treatment Services, Inc.
1603 Barber Road
Sarasota, FL 34241

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced herein sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - SPECIAL CONDITIONS

All materials and supplies provided by CONTRACTOR shall be in accordance with the plans and specifications approved by the CITY.

ARTICLE 32 – INSPECTION OF WORK

The CITY'S representative or the CITY'S Engineer shall at all times have access to work wherever it is in preparation or progress; and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this contract as it relates to the construction of air stripper vessels shall be guaranteed by the Manufacturer, if any, for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacement within 30 days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to repair the air stripper vessels.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the CITY.

ARTICLE 35 – TIME

Time is of the essence in all respects under this agreement.

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 37 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 38 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 39 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

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IN WITNESS WHEREOF, the City Council of the CITY OF RIVIERA BEACH, Florida has made and executed this Contract on behalf of the CITY, and CONTRACTOR has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

BY: _____
MICHAEL D. BROWN,
MAYOR

CONTRACTOR

BY: _____
MARK A. MAUS
DIRECTOR OF OPERATIONS

ATTEST:

BY: _____
CARRIE E. WARD, CITY CLERK,
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
DR. EDWARD E. SIERRA, CEP, REP
UTILITIES DIRECTOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN,
CITY ATTORNEY

Date: 9/10/03

EXHIBIT "A"

SCOPE OF WORK

The Scope is outlined in Specifications Bid No. 07703, which is attached on the next page.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Contractor will be paid a lump sum of $138,786 upon completion of work.

RESOLUTION NO. 196-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL FROM CHAZ EQUIPMENT CO., INC. FOR INSTALLING DRAINAGE PIPES AND INLETS ON MORSE BOULEVARD TO ALLEVIATE A FLOODING PROBLEM IN THE AMOUNT OF $78,413.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE PAVING AND DRAINAGE CONSTRUCTION ACCOUNT NUMBER 301 IN THE AMOUNT OF $90,175; ESTABLISHING A BUDGET AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the existing drainage system on Morse Boulevard at Manor Drive is in need of upgrading; and

WHEREAS, Chaz Equipment Co., Inc. has submitted a proposal to upgrade the drainage system for the unit prices under its contract with the Northern Palm Beach County Improvement District for $78,413.00; and

WHEREAS, the City of Riviera Beach desires to upgrade the drainage pipes on Morse Boulevard.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA THAT:

SECTION 1. The proposal from Chaz Equipment Co., Inc. for upgrading the drainage system on Morse Boulevard for $78,413.00 is approved.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract.

SECTION 3. The Finance Director is authorized to appropriate funds in the paving and drainage construction account number 301 and establish a budget in the amount of $90,175 as follows:

RESOLUTION NO. 198-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROPOSAL AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT WITH CALVIN, GIORDANO & ASSOCIATES IN THE AMOUNT OF $77,621.25 TO PERFORM DESIGN SERVICES FOR THE IMPROVEMENTS OF A PORTION OF MARTIN LUTHER KING, JR. BOULEVARD FROM MILITARY TRAIL TO AVENUE "S"; AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF $77,621.25 FROM THE UTILITIES CONTINGENCY ACCOUNT (401-1437-533-0-5999) TO THE REPAIR & MAINTENANCE-BUILDING ACCOUNT (401-1437-533-0-4602); TO MAKE PAYMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the potable water, gravity sewer, force mains and Lift Station #33 need to be relocated because the Florida Department of Transportation (FDOT) is planning to make improvements to Martin Luther King, Jr. Boulevard.

WHEREAS, the engineering firm of Calvin, Giordano & Associates, Inc., has prepared and submitted to the City of Riviera Beach a proposal for professional engineering services for design services for improvements of a portion of Martin Luther King, Jr. Boulevard from Military Trail to Avenue "S" and 600 linear feet north of Martin Luther King, Jr. Boulevard on Garden Road, as well as, 900 feet north on Congress Avenue; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1: That the City Council approves the proposal from Calvin, Giordano & Associates in the amount of $77,621.25 for professional design services.

Section 2: The Mayor and City Clerk are authorized to execute the contract with Calvin, Giordano & Associates.

Section 3: That the Finance Director is authorized to transfer funds in the amount of $77,621.25 from the Utilities Contingency Account (401-1437-5330-5999) to the Repair & Maintenance Building Account (401-1437-5330-4602).

Section 4: That the Mayor and Finance Director are authorized to make payment for same under Account Number 401-1437-5330-4602.

Section 5: This Resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 198-03
PAGE 2

PASSED AND APPROVED this 17th day of SEPTEMBER, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/10/03

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CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 17th day of September, 2003, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Calvin, Giordano & Associates, [ ] an individual, [ ] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is 65-0013869 .

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of General Civil Engineering Services & Planning, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Contract shall be Mr. Albert Valdivia, P.E. , telephone number 561-845-4185 .

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on date of Council approval and complete all services by 12 months from notice to proceed.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with the fee proposal set forth in Exhibit "B" attached hereto and incorporated by reference herein. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this contract, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized and invoiced separately. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANTS providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A", attached hereto and made part hereof.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

C. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the City of Riviera Beach Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged in the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It

may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The CONSULTANT agrees that that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT'S personnel (and all Subcontractors) while on City premises, will comply with all City requirements governing conduct, safety, and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - M/WBE PARTICIPATION

M/WBE shall have the opportunity to participate in this project. Proposers are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the City's policy, the CONSULTANT further agrees to hire other minority sub-contractors to work on this project.

In accordance with the City of Riviera Beach M/WBE Ordinance #2412, as amended, the CONSULTANT agrees to the M/WBE participation for this contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT incorporates Schedule 1 (Participation of M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar value of the M/WBE participation on Schedule 1 agreeing to perform the contract at the listed dollar value.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the City to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City of Riviera Beach City Council.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000 per occurrence.

C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $500,000 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

E. The CONSULTANT shall maintain during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

F. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 12 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the CONSULTANT, its agents, servants, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

The CONSULTANT shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONSULTANT.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of

Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that is has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made

herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES

The CONSULTANT warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the

obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S.287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the City of Riviera Beach.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Dr. Edward Sierra, CEP, REP, Utilities Director

600 W. Blue Heron Boulevard
Riviera Beach, Florida 33404

and if sent to the CONSULTANT shall be mailed to:

John P. Downes, Executive Vice President

Calvin Giordano & Associates, Inc
560 Village Boulevard, Suite 340
West Palm Beach, Florida 33409
561-684-6161

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28- Modifications of Work.

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONSULTANT and the CONSULTANT shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONSULTANT shall repair, restore and make good, without additional cost or expense to the CITY the work occasioned by any of the above causes before its completion and acceptance.

ARTICLE 32 – TIME

Time is of the essence in all respects under this agreement.

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 35 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

BY: _____
MICHAEL D. BROWN
MAYOR

CONSULTANT: [Calvin Giordano & Associates, Inc]

BY: _____
JOHN P. DOWNES
EXECUTIVE VICE PRESIDENT

ATTEST:

BY: _____
CARRIE E. WARD, MMC, 9/18/03
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN,
CITY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
DR. EDWARD E. SIERRA
UTILITIES DIRECTOR

DATE: _____

* EXHIBIT "A"

Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners

August 19, 2003

Mr. Albert Valdivia, Asst. Utilities Director
CITY OF RIVIERA BEACH
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

Re: **Martin Luther King Boulevard Utility Relocation**
CG&A Project No.: 03-2782

Dear Mr. Valdivia:

We are pleased to submit this proposal for Professional Services on the above referenced project located on Martin Luther King Boulevard (SR-710) from Military Trail to Avenue S. The project also includes a portion of Garden Road from SR-710 to 600 feet north on Garden, and from SR-710 530 feet south and 990 feet north on Congress Avenue.

*SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. (CGA) will perform the following services based on our understanding of the project requirements:

I. Professional Civil Engineering Services

This proposal is for design and coordination of the relocation of the City of Riviera Beach (City) utilities in conjunction with FDOT's widening of Martin Luther King Boulevard (SR-710) from Military Trail to Avenue S, along with Garden Road and Congress Avenue.

CGA will design the listed work, provide specifications and a construction cost estimate, attend 12 FDOT meetings, and prepare permit applications. Specific work is as follows:

A. Water Main

1. Design plans will show sections of the 11,200 linear feet (LF) of existing water main to be lowered and/or relocated, along with the relocation of 14 fire hydrants, 36+/- water meters, and services to avoid conflicts with the future drainage and road widening. Plans will also include replacement of all sections of asbestos cement pipe as necessary. CGA will verify that a minimum of 36 inches of cover will be provided to the existing water main based on proposed road grades. If cover is not met, the plans will show those portions that need to be lowered.

Reply to:

❑ 1800 Eller Drive
Suite 600
Fort Lauderdale, Florida 33316
(954) 921-7781
(954) 921-8807 fax

❑ 560 Village Boulevard
Suite 340
West Palm Beach, Florida 33409
(561) 684-6161
(561) 684-6360 fax

2. Plans will provide for abandonment and grouting of the existing asbestos cement lines where required, as directed by the City.

B. Force Main

1. CGA will prepare design plans and documents to increase the 3,230 LF of existing 8-inch force main to a 12-inch force main from Lift Station #22 east along Martin Luther King Boulevard to Garden Road and 500 feet north on Garden Road. The improvements will include permitting and meeting with the F.E.C. Railroad and the FDOT Rail Coordinator in the Office of Modal Development.

2. Plans will also show sections of the 4,190 LF existing force main to be lowered and/or relocated on Martin Luther King Boulevard from Military Trail east to Avenue S, and from Martin Luther King Boulevard north 900 feet on Congress Avenue to avoid conflicts with the proposed storm sewer. CGA will verify that 36 inches of cover will be provided to the existing force main, based on proposed road grades. The plans will show those sections of the force main to be lowered that do not meet the 36" of cover.

3. The plans will provide for abandonment and grouting of the existing 8-inch force main and all sections of existing force main that will be relocated due to conflicts with the storm sewer.

C. Pump Station Design

1. CGA will prepare plans and specifications for the relocation of Sewage Pump Station #33 in accordance with all applicable codes and governmental agency requirements. CGA will also secure all necessary permits and approvals for construction of the system and perform all work incidental to design of a sewage pump station. Improvements will also include meeting with Palm Beach County for dedication of easements to relocate the existing Pump Station #33.

2. Plans will show the demolition of existing Sewer Pump Station #33 along with the abandonment of the existing gravity sewer from the master manholes to the lift station and a portion of the existing 4-inch force main.

3. The plans will show the extensions of the gravity sewer from the existing master manholes to the proposed lift station and the new alignment of the existing force main from Lift Station #33.

II. Bid Phase Services

A. CGA will provide assistance during the bid phase to include interpretation and clarification of contract documents. Bidders will be asked to direct questions about the bid documents to CGA's West Palm Beach office.

B. This project will be advertised and bid by FDOT. CGA will assist the FDOT with any questions related to the utility relocations associated with the project.

C. Should the bids be protested, CGA will attend bid protest hearings and provide the necessary documentation required to evaluate the protest at the Owner's request. Due to the difficulty in predicting the number and duration of protest hearings, no time has been included within the attached schedule of fees. Preparation for and attendance, as necessary, will be provided on a time and material basis. It will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

BASIS OF PROPOSAL

The submittal of this proposal is based upon the following information:

- CGA will have access to all FDOT drawings, including Microstation CAD files.
- CGA will prepare plan/profile sheets using the FDOT-provided plans as a base.
- CGA will prepare quantities and specifications to meet both FDOT and City requirements. This will be done in the FDOT CES and project specifications package format.
- Environmental permits are not anticipated.
- Permit fees and other application fees will be paid by the City.
- Surveying of the route is not provided. Survey information will be derived from the FDOT-furnished plans.
- Construction inspection and management are not provided in this proposal. The construction start date is scheduled for fiscal year 2007. A proposal for representation on behalf of the City during the construction phase will be submitted at that time.

EXHIBIT "B"

SCHEDULE OF FEES

CGA will perform the Scope of Services (Tasks I and II) for a **lump sum fee** as shown in the following recap.

MANHOUR RATE TABLE

PROPOSED SCHEDULE OF FEES			
ACTIVITY/PERSONNEL	ESTIMATED		
	HOURS	AVERAGE RATE	TOTAL
Principal, Engineering	65	150.00	9,750.00
Project Engineer	500	90.00	45,000.00
Permit Administrator	40	60.00	2,400.00
Sr. CADD	175	65.00	11,375.00
Clerical	40	55.00	2,200.00
LUMP SUM			
Survey (Lift Station only)			1,000.00
Landscape (Lift Station only)			1,200.00
Electrical (Lift Station only)			1,000.00
Subtotal			$73,925.00
Direct Expenses (5% of CGA labor)			$3,696.25
TOTAL			**$77,621.25**

Additional Fees

The following services are **NOT** included in this proposal and will be considered Additional Services, which will be address in a separate contractual agreement. The services included but are not limited to:

- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g. architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of the Engineer.
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research condominium documents, project stake-out and as-built drawings).

- Permit application or negotiation with permitting authorities other than those specifically listed herein.

REIMBURSABLE EXPENSE

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, federal express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, and postage, as required. Reimbursable expenses will be invoiced directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

CLIENT RESPONSIBILITIES

The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide Calvin, Giordano & Associates, Inc. with plans and other pertinent information, which may be necessary to properly survey or engineer the site.

CLIENT agrees to limit engineer's liability to CLIENT for any and all claims by CLIENT, owner, or agents of each, including but not limited to claims for breach of contract and/or breach of warranty against the engineer/surveyor to the equivalent of the contracted amount for the engineer/surveyor's fee for said work. Notwithstanding the above, engineering/surveyor shall defend, indemnify and hold harmless the CLIENT, its employees and agents from and against any and all liability, claims and causes of action, losses, costs, expenses and reasonable fees which are or may be imposed upon, incurred by or asserted against CLIENT and/or its employees and agents arising out of the engineering/surveyor's negligent performance or services or acts of omission, or co-omission.

TERMS OF AGREEMENT

The terms of the Agreement shall be valid for the CLIENT'S acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.

All original documents shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property. This information is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies of all original documents upon payment of all outstanding invoices, and at the CLIENT'S expense.

Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

Calvin, Giordano & Associates and the Client agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of this contract to this office. We look forward to working with you on this project.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

John P. Downes, P.E.
Executive Vice President

JPD/cf
Attachment

Cost of these services are Task I & II	**$77,621.25**

ACCEPTANCE OF CONTRACT

Calvin, Giordano & Associates, Inc.

By: _____ Date: 8/20/'03

Name: John P. Downes

Title: Executive Vice President

City of Riviera Beach

By: _____ Date: Sept. 17, 2003

Name:

Title:

RESOLUTION NO: 199-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA GRANTING A SIX MONTH OR LESS EXTENSION ON CITY OWNED PROPERTY AT 1001 CONGRESS AVENUE TO WASTE MANAGEMENT, INC. THE PURPOSE OF THE LEASE IS FOR THE OPERATION OF A CONSTRUCTION AND YARD WASTE LAND FILL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Waste Management, Inc. secured the rights to operate a recycling facility from Kenetech in 1997; and

WHEREAS, Waste Management, Inc. secured the lease on City owned property to operate a construction and yard waste recycling facility, which expires August 30, 2003; and

WHEREAS, the City seeks to provide Waste Management, Inc. adequate time to vacate the property in accordance with the lease requirements; and

WHEREAS, Waste Management, Inc. is in agreement with a six month extension or shorter to continue operating as a yard waste and recycling facility.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA THAT:

SECTION 1. The City grant a 6 month extension or shorter to Waste Management, Inc., for the continued operation of a construction and yard waste recycling facility.

SECTION 2. The City Manager and Waste Management, Inc., will mutually determine if a time period shorter than 6 months can be achieved.

SECTION 3. In accordance with the provision of the lease Waste Management, Inc., will vacate the property clear of all debris

SECTION 4. Waste Management, Inc., will verify in a manner agreeable to the City that the property is free of any environmental contamination.

SECTION 5. This Resolution shall take effect upon its passage and approval by City Council.

[The remainder of this page intentionally left blank]

PASSED and APPROVED this 17th day of September, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: D. Wilson
Seconded By: E. Wade

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 9/11/03

RESOLUTION NO. 200-03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROPRIATING A FUND BALANCE IN THE HOUSING TRUST FUND ACCOUNT NO. 609-00-399-9999 IN THE AMOUNT OF $45,000 TO ACCOUNT NO. 609-0717-559-0-4603 AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR SAME AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is a cash balance in the Housing Trust Fund in the amount of $45,000 available for appropriation; and

WHEREAS, there is a need to use these funds from the Housing Trust Fund to pay expenses associated with the implementation and execution of the City's Affordable Housing Program and Services; and

WHEREAS, to accomplish this, funds from the Housing Trust Fund Balance 609-00-399-9999 must be appropriated to increase budgeted accounts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the Finance Director is hereby authorized to appropriate fund balance as follows:

Revenue		
#609-00-399-9999	Transfer from General Fund	$45,000
Expenditure		
#609-0717-559-0-4607	Repair & Maintenance-Other	$27,000
#609-0717-559-0-3406	Contract Services	10,000
#609-0717-559-0-4603	Repair Maintenance-Grounds	8,000
	Total	$45,000

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED and APPROVED this 17th day of September, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: D. Wilson
Seconded By: E. Wade

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 9/11/03

RESOLUTION NO. 201-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE LONG RANGE PLAN SUBMITTED BY THE LIBRARY TO RECEIVE FINANCIAL AID FROM THE STATE TO ENHANCE THE SERVICES FOR A PERIOD COMMENCING OCTOBER 1, 2003, AND ENDING SEPTEMBER 30, 2006 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State Library requires a long-range plan outlining the Library's operation and development over a three-year period.; and

WHEREAS, the plan must be adopted and approved by the Library's governing body to receive State Aid; and

WHEREAS, the State Aid for Public Libraries Law is to aid and encourage the establishment and development of free library service through grants to eligible Libraries for users to receive Library Service; and

WHEREAS, the long-range plan will provide a pattern for growth of the Library over the next three years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1: The City Council approves the long-range plan submitted by the Library to receive Financial Aid from the State Library.

Section 2: That this resolution takes effect immediately upon passage and approval by the Riviera Beach City Council.

PASSED and APPROVED this _____day of _____ 2002.

Resolution No. 01-03

PASSED and APPROVED this 17th **day of** September **2003.**

APPROVED:

MICHAEL D. BROWN, MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER, CHAIRPERSON

SYLVIA LEE BLUE, CHAIR PRO-TEM

DONALD R. WILSON

ELIZABETH "LIZ" WADE

ANN ILES
COUNCIL MEMBERS

MOTIONED BY:	D. Wilson
SECONDED BY:	E. Wade
D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 9/9/03

AGS:jj 09/03/03

RESOLUTION NO. 202-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF CARPET FOR THE LIBRARY FROM MOHAWK CARPET DISTRIBUTION, LP DUBLIN, GA 32021, AT A TOTAL COST OF $28,449.25, FROM A STATE AID GRANT, CONTRACT NO. 360-240-00-1 AND AUTHORIZING PAYMENT FROM ACCOUNT NUMBER 001-1336-571-0-6404 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the purchase of carpet from fiscal year 2003 State Aid Grant; and

WHEREAS, the Library wishes to purchase the carpet from Mohawk Carpet Distribution LP, and installed by Buy the Square Yard, West Palm Beach, Florida;

WHEREAS, the State of Florida, Division of Management Services negotiated prices under contract No. 360-240-00-1 for Mohawk Carpet Distribution LP to provide materials and Buy the Square Yard to install the carpet for the Library.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: The City Council approves the purchase of carpet from Mohawk Carpet Distribution LP, under the State of Florida, Division of Management Services contract No. 360-240-00-1.

SECTION 2: The Finance Director is authorized to make payment for same under account No. 001-1336-571-0-6404.

SECTION 3: This Resolution shall take effect upon its passage and adoption by the City Council.

RESOLUTION NO: 202-03

PASSED and APPROVED this 17th day of September 2003.

APPROVED:

MICHAEL D. BROWN, MAYOR

DAVID G. SCHNYER, CHAIRPERSON

SYLVIA LEE BLUE, CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON

ATTEST:

ELIZABETH "LIZ" WADE

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 9/9/03

AGS:jj 09/03/03

RESOLUTION NO. 203-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT 2641 AVENUE H EAST, PARK MANOR PL-1, LOT 8, BLK 23 FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF $3,500.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located 2641 Avenue H East, Park Manor PL-1, lot 8, blk 23, was found to be in violation of the City's Code of Ordinances on September 27, 1999, pursuant to Case No. CEB 00 -080; and

WHEREAS, code enforcement liens were filed against the property by the City of Riviera Beach on April 23, 2001 for non-compliance with the Code Enforcement Board's order; and

WHEREAS, Case No. CEB 00-080 is in compliance; and

WHEREAS, the property owner would like the City to waive the fines; and

WHEREAS, staff recommend the City Council to recover the administrative cost; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement liens; and

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement lien on the subject property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and are hereby incorporated into this Resolution.

Section 2. The City Council hereby accepts the sum of $3,500.00 as consideration for the release of the Code Enforcement lien hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement lien on the subject property upon payment in

full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this Resolution shall become null and void.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and APPROVED this 17th **day of** September**, 2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO- TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned By: D. Wilson
Seconded By: E. Wade

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY
Date: 9/11/03

RESOLUTION NO. 204-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT 831 W. 13th COURT, FUTURA INDUSTRIAL SUB LOT 4, BLK 000, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF $3,500.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located 831 W. 13th Court, Lot 4 Blk 000, Futura Industrial Sub, was found to be in violation of the City's Code of Ordinances on September 26, 2001, pursuant to Case No. CEB 01 -240; and

WHEREAS, the owner has not corrected all of the violations cited in Case No CEB 01-240; and

WHEREAS, this request is being advanced at the request of the owner; and

WHEREAS, the property owner offers $2,500.00 to settle the matter; and

WHEREAS, if Council chooses to reduce this lien, Staff recommends that the City accept no less than $3,500.00 to settle this matter; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement liens; and

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement lien on the subject property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and are hereby incorporated into this Resolution.

Section 2. The City Council hereby accepts the sum of $3,500.00 as consideration for the release of the Code Enforcement lien hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this Resolution shall become null and void.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and APPROVED this 17th **day of** September**, 2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned By: D. Wilson
Seconded By: E. Wade

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY
Date: 9/4/03

SECTION 1. That a cost of living salary adjustment be granted and the salaries of the Administrative, Supervisory and Confidential employees be increased by three percent (3%) effective October 1, 2003 for the 2003-2004 Fiscal Year.

SECTION 2. That at this time, the minimum and maximum salary for the pay grades will be adjusted by three percent (3%). However, employees who are at the maximum of their pay grade will be eligible for the salary adjustment in the form of a lump sum payment that will not be added to their base salary.

SECTION 3. That administrative, supervisory and confidential employees will receive up to a two and one-half percent (2.5%) merit increase on their anniversary date based on the above referenced scale. Employees who are at the maximum when the merit increase is applied, will receive a lump sum on their anniversary date.

SECTION 4. This Resolution shall take effect upon its passage and approved.

PASSED AND APPROVED this 17th day of September, 2003.

RESOLUTION NO. 205-03
PAGE-3-

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA L. BLUE
CHAIRPERSON PRO TEM

ELIZABETH "LIZ" WADE
COUNCILPERSON

DONALD WILSON
COUNCIL PERSON

ANN ILES
COUNCILPERSON

Motioned by: S. Blue

Seconded by: D. Wilson

D. SCHNYER aye

S. BLUE aye

E. WADE aye

D. WILSON aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY

DATE: 9/10/03

RESOLUTION NO. 206-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FOR A 31,347 SQUARE FOOT BUILDING FOR THE DEPARTMENT OF HOMELAND SECURITY LOCATED ON 3.66 ACRES BETWEEN LAKESHORE DRIVE AND BROADWAY SOUTH OF 34TH STREET; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Section 31-58, of the City of Riviera Beach Code of Ordinances establishes the requirements for site plan review by the City Council; and,

WHEREAS, Section 31-60 (b), of the City of Riviera Beach Land Development Code requires that all approved Site Plans shall automatically expire within 18 months of its development order unless a valid building permit has been issued; and,

WHEREAS, The Planning & Zoning Board met on September 11, 2003 to review the application and made a recommendation to the City Council of Riviera Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Site Plan for a 31,347 square foot building for the Department of Homeland Security on 3.66 acres located between Lakeshore Drive and Broadway (US-1) south of 34th street, is approved with the following conditions:

A. The Applicant will be required to plat the property before a certificate of occupancy is issued.

B. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.

C. The building elevation facing Broadway shall include façade enhancements to meet the City's Commercial Design Standards.

SECTION 2. This resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

SECTION 3. This Resolution shall take effect immediately upon passage.

PASSED and APPROVED this 17th day of September, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: E. Wade
Seconded By: D. Wilson

D. Schnyer	out
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 9/10/03

RESOLUTION NO. 205-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA INCREASING THE SALARIES OF ADMINISTRATIVE, SUPERVISORY AND CONFIDENTIAL EMPLOYEES BY THREE PERCENT (3%) FOR FISCAL YEAR 2003-2004 AND PROVIDING FOR UP TO A TWO AND ONE-HALF PERCENT (2.5%) MERIT INCREASE FOR THESE EMPLOYEES ON THEIR ANNIVERSARY DATE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff recommends that a three percent (3%) salary adjustment be granted to the Administrative, Supervisory and Confidential Employees; and

WHEREAS, the minimum and maximum of the salary schedule for Administrative, Supervisory and Confidential employees shall be increased by three percent (3%); and

WHEREAS, funds have been provided in the 2003-2004 Budget for salary increases; and

WHEREAS, staff is also recommending up to a two and one-half percent (2.5%) merit increase on an employee's anniversary date commencing October 1, 2003; and

WHEREAS, the merit increase will be received as follows on the employee's anniversary date.

2.5%	Outstanding
2.0%	Excellent
1.5%	Satisfactory
0%	Unsatisfactory

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

RESOLUTION NO. 207-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE GRANT AND APPROVING AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIVING FUNDS IN THE AMOUNT OF $77,000.00 FOR UPGRADING DRAINAGE PIPES ON AVENUE P; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE PAVING AND DRAINAGE CONSTRUCTION ACCOUNT NUMBER 301 IN THE AMOUNT OF $363,000; ESTABLISHING A BUDGET AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the drainage pipes within Avenue P right of way from West 34th Street to West 28th Street are in need of upgrading; and

WHEREAS, the Department of Community Affairs has approved the City's application for receiving Federal Emergency Management Agency (FEMA) funds under the Unmet Needs funding program; and

WHEREAS, the City of Riviera Beach and the Department of Community Affairs desire to upgrade the drainage pipes on Avenue P.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA THAT:

SECTION 1. The agreement between the City of Riviera Beach and Florida Department of Community Affairs for receiving the Unmet Needs Funds is approved.

SECTION 2. The Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Riviera Beach.

SECTION 3. The Finance Director is authorized to appropriate funds in the paving and drainage construction account number 301 and establish a budget in the amount of $440,000 as follows:

Construction Account No. 301-0716-5190-5304	$400,000
Inspection and geotechnical services Account No. 301-0716-5190-3103	$20,000
Contingency Account No. 301-0716-5190-5999	$20,000

SECTION 4. That $363,000 shall be reimbursed from the storm water utility fund by the end of fiscal year 2004.

SECTION 5. This resolution shall take affect immediately upon its passage.

PASSED and APPROVED this 17th **day of** September**, 2003.**

(the remainder of this page is left blank)

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: D. Wilson
Seconded By: E. Wade

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

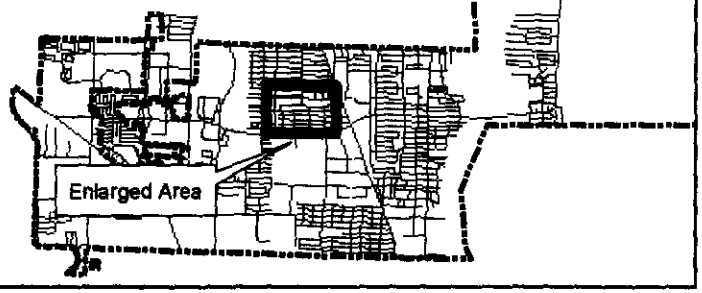
PAMALA HANNA RYAN, CITY ATTORNEY

Date: 9/10/03

Rev.08/03
7.08.03

35TH
34TH
34TH
33RD
32ND
32ND
31ST
31ST
30TH
28TH
AVENUE T
AVENUE S
AVENUE R
AVENUE O
AVENUE N
AVENUE N
Avenue "P"
PROJECT SITE
N
0 110 220 440 660 880 Feet

CITY OF RIVIERA BEACH



LOCATION MAP
Avenue "P". From W. 28th St. to W. 34th St.

Legend
- Parcel Boundary
- Street Center Line
- Municipal Boundary
- Avenue P

Map Created on August, 2003
by the City of Riviera Beach Engineering Dept.

D:projects/Ave P f 28th to 34th/Ave P Location Map

RESOLUTION NO. 208-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING $664,000 OF GENERAL FUND, FUND BALANCE TO COVER THE PROJECTED SHORT FALL OF BUDGETED REVENUE, FOR THE 2002-2003 FISCAL YEAR FOR THE STREET MAINTENANCE CHARGE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during budget presentations and researching enhanced revenue options staff recommended that the city establish a street maintenance charge to our current waste hauler based on full cost accounting of solid waste expenses; and

WHEREAS, an addendum was never negotiated to the current contract with waste management because the charge would be passed on to the tax payer; and

WHEREAS, the city included in its 2002-03 budget $664,000 to balance the budget by using this street maintenance charge; and

WHEREAS, because this charge was not approved the City Council must appropriate $664,000 of General Fund, Fund Balance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, as follows:

SECTION 1. That the City Council approves the appropriation of $664,000 of General Fund, Fund Balance for the projected short fall of budgeted revenues for the Street Maintenance charge.

SECTION 2. That this resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 208-03
PAGE 2

PASSED AND APPROVED this 17th **day of** Septemb**2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY

DATE: 9/5/03

RESOLUTION NO. 209-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING $550,000 OF GENERAL FUND, FUND BALANCE TO COVER THE PROJECTED SHORT FALL OF BUDGETED REVENUE, FOR THE 2002-2003 FISCAL YEAR AS IT RELATES TO THE FP& L FRANCHISE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2002-03 budget was balanced using $550,000 to renegotiate the Florida Power and Light franchise; and

WHEREAS, the 1982 thirty year contract with FP&L provides the City with a 6% franchise fee, but also allows the company to offset any other taxes they pay against this fee. The offset states that whatever taxes that are paid to the City can be offset against the franchise fees paid to the city; and

WHEREAS, FP&L is currently paying $993,848 in taxes, which results in our actual franchise fee being approximately 2.3% of 90% of their revenues; and

WHEREAS, the City never negotiated with FP&L a new contract that changed the language; and

WHEREAS, because we do not have an amended agreement with FP&L, the City must appropriate $550,000 of General Fund, Fund Balance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, as follows:

SECTION 1. That the City Council approves the appropriation of $550,000 of General Fund, Fund Balance for the projected short fall of budgeted revenues for Florida Power & Light Franchise Agreement.

SECTION 2. That this resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 209-03
PAGE 2

PASSED AND APPROVED this 17th **day of** September **2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: A. Iles

D. SCHNYER out

S. BLUE aye

D. WILSON out

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY

DATE: 9/5/03

RESOLUTION NO. 210-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING NOTICE OF TERMINATION OF AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY, FLORIDA CONCERNING THE COLLECTION OF COUNTY IMPACT FEES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida, adopted countywide impact fees in August 1989; and

WHEREAS, countywide impact fee regulations allow a municipality issuing development orders to require direct payment of impact fees to the County pursuant to an interlocal agreement; and

WHEREAS, The City of Riviera Beach entered into such an interlocal agreement with Palm Beach County, Florida on February 5, 1990 (R905750); and

WHEREAS, the interlocal agreement provided that either party may terminate the agreement; with a thirty (30) days written notice to the other party; and

WHEREAS, staff recommends that the City Council terminate the interlocal agreement; and

WHEREAS, the termination of the interlocal agreement will allow the City of Riviera Beach to collect impact fees for the County of Palm Beach and retain 2% of the revenues.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY , FLORIDA, that:

SECTION 1. The City Council of the City of Riviera Beach hereby provides notice of termination of the Interlocal Agreement with Palm Beach County, Florida, concerning collection of County impact fees as described above. Termination shall take effect on the thirtieth day following the effective date of this Resolution, which is the date set forth below.

SECTION 2. This Resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 210-03
-2-

PASSED and APPROVED this 17th day September, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

[ATTEST]

[Municipal Seal]

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned by: D. Wilson
Seconded by: E. Wade

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

(PDW:dpm0990803)

Approved as to legal sufficiency

By: Pamala H. Ryan
Pamala H. Ryan
City Attorney
Date: 9/11/03

RESOLUTION NO. 211-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING EXPENDITURE OF $45,666.00 TO PAY FOR NON-BUDGETED ITEMS AS RECOMMENDED FROM THE LAW ENFORCEMENT TRUST FUND ACCOUNT NUMBER 150-0817-521-0-8301; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department has a need for additional equipment, support staff, investigative tools and community policing training; and

WHEREAS, the Police Department needs funds to make payment for non-budgeted items and materials for specific purposes as noted in the previous summary; and request to appropriate these funds from the Law Enforcement Trust Fund Account, pursuant to Florida State Statute 932.7055, subsections 4(a) and 4(b); and

WHEREAS, the recommended expenditures are consistent with applicable state and federal laws governing the use of said funds; and

WHEREAS, the Chief of Police recommends the expenditures to be paid from the law enforcement trust fund account #150-0817-521-0-8301.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1: The City Council approves payment for the outlined expenditures from the law enforcement trust fund account.

SECTION 2: The City Council approves appropriating Funds in the amount of $46,666.00 from account number 150-0817-521-0-8301.

SECTION 3: This Resolution shall take effect upon its passage and approval by the City Council.

Resolution No. 211-03
Page 2

PASSED AND APPROVED this 17th day of September, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

[MUNICIPAL SEAL]

SYLVIA LEE BLUE,
CHAIRPERSON PRO-TEM

ATTEST:

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/9/03

RESOLUTION NO. 212-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING FUND BALANCE OF $8,884 IN THE LAW ENFORCEMENT TRUST FUND ACCOUNT NO. 150-00-399999, TO BE TRANSFERRED TO THE CAPITAL IMPROVEMENT FUND (309) ACCOUNT NO. 309-0817-521-0-6401 TO PURCHASE TWO (2) VEHICLES FOR THE POLICE DEPARTMENT FROM DON REID FORD, INC. 1875 SOUTH ORLANDO AVENUE, MAITLAND, FLORIDA 32751, IN THE AMOUNT OF $48,884 UNDER STATE CONTRACT NO. 070-544-430; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police department has a need to purchase a Ford F-250 Crew Cab 4x4 and a Crown Victoria Administration Sedan; and

WHEREAS, the city wishes to purchase two (2) vehicles from Don Reid Ford, Inc, for a total cost of $48,884.00; $24,151 for the Ford F-250 Crew Cab 4x4 and $24,733 for the Crown Victoria Administration Sedan; and

WHEREAS, since the purchase is over the authorized amount by $8,884, funds need to be appropriated in the Law Enforcement Trust Fund Account No. 150-00-399999, and transferred to the Capital Improvement Fund (309) Account No. 309-0817-521-0-6401 to cover the cost of the Ford F-250, a Law Enforcement Trust Fund approved expenditure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

Section 1. The City Council approves the purchase of a Ford F-250 Crew Cab 4x4 and a Crown Victoria Administration Sedan for the City's Police Department, from Don Reid Ford, Inc, under the state contract number 070-544-430, for a total cost of $48,884.00.

Section 2. That the Finance Director is hereby authorized to appropriate fund balance in the Law Enforcement Trust Fund in the amount of $8,884 and transfer to the Capital Improvement Fund Account number 309-0817-521-0-6401 for the balance of the vehicle purchase.

Section 3. That the City Council authorizes the Mayor and Finance Director to make a payment of $48,884.00 from the Capital Fund Account No. 309-0817-521-0-6401.

Section 4. That this Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 17th **day of** September**, 2003.**

(SIGNATURES ON FOLLOWING PAGE)

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 9/9/03

RESOLUTION NO. 213-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PROPOSAL FOR DISTRIBUTION OF 911 FUNDS TO PROVIDE COMMUNICATION OPERATORS BONUSES FROM ACCOUNT NO. 124-0819-521-0-1201; AUTHORIZING THE FINANCE DIRECTOR TO ADJUST THE 2002-2003 911 BUDGET AS REFLECTED IN THE AWARD LETTER; AUTHORIZING PURCHASE OF EQUIPMENT FROM ACCOUNT NO. 124-0819-521-0-6405; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County 9-1-1 Management, recognizing the need for compensation and retention measures, has devised a formula to calculate the amount of time communications operators spend on the telephone; and

WHEREAS, the use of this formula has resulted in the payment to the City of Riviera Beach, Florida the sum of $228,469.00 for the fiscal year 2002-2003, to be paid in four payments to the City, to assist in the distribution of 9-1-1 Funds for Communication Operators' bonuses; and

WHEREAS, the City Council of the City of Riviera Beach, Florida, deems it to be in the best interest of the citizens and residents of the City and the Community to approve and execute a proposal for the distribution of 9-1-1 Funds for Communication Operators' bonuses and the purchase of an updated voice logging system to record and catalog certain telephone and radio communications as required by Florida Statute; and

WHEREAS, the Police Department have evaluated several voice logging system and determined that the recording system provided by BEAR-PAW under State Negotiated Agreement Price Schedule (SNAPS) is best suited for the department's use; and

WHEREAS, the City Council for the City of Riviera Beach, Florida, approves the continuation of funding for a Communication Operator position in the in the 2003-2004 Budget and these funds will be a part of the reimbursement from 9-1-1.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1: The proposal for the distribution of the 2002-2003 9-1-1- funds for Communication Operators' bonuses, is hereby approved as recommended by staff.

SECTION 2: That the Finance Director is authorized to adjust the 2002-2003 9-1-1 budget as reflected in the award letter Palm Beach County 9-1-1 Management.

SECTION 3: That the Finance Director is authorized to make payment to Communications Operators from Account No. 124-0819-521-0-1201.

SECTION 4: That the Finance Director is authorized to make payment of $34,270.00 for the system Bear Paw System from Account No 124-0819-521-0-6405.

SECTION 5: The City Council approves the continuation of funding for a Communication Operator position in the in the 2003-2004 Budget and these funds will be a part of the reimbursement from 9-1-1.

SECTION 6: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 17th day of September, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

[MUNICIPAL SEAL]

SYLVIA LEE BLUE,
CHAIRPERSON PRO-TEM

ATTEST:

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/9/03

RESOLUTION NO. 214-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING EXPENDITURE OF $21,043.00 TO PAY FOR SURVEILLANCE EQUIPMENT AS OUTLINED IN FISCAL YEAR 2003 WEED & SEED PROGRAM BUDGET; ACCOUNT NO. 123-0819-521-1-5201; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department has a need for additional equipment to assist the police department in covert investigations in the pursuit of criminal activity; and

WHEREAS, the added equipment will be used in the aggressive enforcement in the apprehension, detection and prosecution of violent felons and for intense narcotic investigations in the Weed & Seed designated areas; and

WHEREAS, this purchase meets the standard requirements for a "Sole Source Procurement" as provided for by Sec. 3-105 of the City Procurement Code; and

WHEREAS, the City Council approved funding for the new surveillance equipment in the current budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1: The City Council authorizes staff to purchase surveillance equipment in the amount of $21,043.00 from Federal Equipment Distributors, the sole source manufacturer of the surveillance equipment.

SECTION 2: That the City Council authorizes the Finance Director to pay this amount from the Weed & Seed Program 2002-2003 Fiscal Budget account number 123-0819-521-1-5201.

SECTION 3: This Resolution shall take effect upon its passage and approval by the City Council.

Resolution No. 214-03
Page 2

PASSED AND APPROVED this 17th day of September, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

[MUNICIPAL SEAL]

SYLVIA LEE BLUE,
CHAIRPERSON PRO-TEM

ATTEST:

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/9/03

RESOLUTION NO. 215-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EXPENDITURE OF $37,640.26 TO PAY FOR ADVANCE M-26 TASERS FROM THE 2001 LOCAL LAW ENFORCEMENT BLOCK GRANT FUND ACCOUNT NO. 145-0817-521-0-6405; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department is requesting the purchase of the Advanced Taser M-26 as a less-lethal weapon that can assist in the apprehension of an aggressive and combative suspect; and

WHEREAS, this added equipment will assist in the reduction of injury to Riviera Beach Police Officers and the reduction of officer involved shootings; and

WHEREAS, this purchase meets the standard requirements for a "Sole Source Procurement" as provided for by Sec. 3-105 of the City Procurement Code; and

WHEREAS, the City Council approves funding for the Advanced Taser M-26 from the current Local Law Enforcement Block Grant budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1: The City Council authorizes staff to purchase fifty (50) Advanced M-26 Tasers for the amount of $37,640.26 from DGG Taser, the sole source provider in Florida of the Advanced Taser M-26.

SECTION 2: The City Council authorizes the Finance Director to pay this amount from the 2001 Local Law Enforcement Block Grant Fund account number 145-0817-521-0-6405.

SECTION 3: This Resolution shall take effect upon its passage and approval by the City Council.

Resolution No. 215-03
Page 2

PASSED AND APPROVED this 17th day of September, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

[MUNICIPAL SEAL]

SYLVIA LEE BLUE,
CHAIRPERSON PRO-TEM

ATTEST:

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: A. Iles

D. SCHNYER out

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/15/03

RESOLUTION NO. 216-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING FUND BALANCE IN THE GENERAL FUND IN THE AMOUNT OF $140,183 AND TRANSFER FUNDS TO THE JAZZ FESTIVAL FUND 135; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach held its Third Annual Jazz Festival in March 2003. The event was a two day success with over 10,000 people in attendance; and

WHEREAS, the event raised $174,816 and expenditures total $314,999 leaving a deficit of $140,183; and

WHEREAS, funds need to be appropriated from General Fund –Fund Balance and transferred to the Jazz Festival Fund 135 to cover the deficit..

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, as follows:

SECTION 1. That the City Council approves appropriating General Fund Balance retroactively in the amount of $140,183 and transfer said funds to the Jazz Festival Fund 135.

SECTION 2. This resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 17th day September, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

[Municipal Seal]

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned by:	E. Wade
Seconded by:	D. Wilson

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

[GS.091203]

Approved as to legal sufficiency
By: Pamala H. Ryan
Pamala H. Ryan
City Attorney
Date: 9/15/03

RESOLUTION NO. 217-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY, RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, AND THE CITY OF RIVIERA BEACH FOR THE ESTABLISHMENT OF A PUBLIC BOAT RAMP FACILITY IDENTIFIED IN THE CITY'S REDEVELOPMENT PLAN AS TC-2 TO SERVE THE BOATING NEEDS OF THE CITY AS WELL AS FOR THE BOATING COMMUNITY OF PALM BEACH COUNTY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City has approved a Redevelopment Plan (the "Plan") pursuant to Part III, Chapter 163, Florida Statutes, as amended (the "Redevelopment Act"); and

WHEREAS, the Riviera Beach Community Redevelopment Agency (CRA) is responsible for the implementation of the Plan for the redevelopment, rehabilitation, and improvement of the Community Redevelopment Area (the "Area") in the City; and

WHEREAS, Policy 1.1.3 in the City's Comprehensive Plan states that "By 2005, the City shall create one additional opportunity for water-related urban public access, through acquisition or public-private venture (e.g. boat ramp)" and that this interlocal agreement shall further the City's goal of implementing this policy; and

WHEREAS, the City, the CRA, and the County desire to facilitate the redevelopment and rehabilitation of approximately fourteen (14) acres of land identified as TC-2 in the Plan for use as a boat launching facility, a copy of TC-2 is set out as Exhibit "A" in the Interlocal Agreement; and

WHEREAS, the CRA anticipates exercising its available powers under the Redevelopment Act, to obtain title to property identified in the Plan as TC-2 for a public purpose and make it available to the County for installation and construction of a public boat launching facility; and

WHEREAS, the County anticipates that it will finance the acquisition, the construction, and operate a Public Recreation Facility on the identified site; and

WHEREAS, the City will assist the CRA with the redevelopment and rehabilitation of the identified site by vacating certain public rights-of-way and exercising its best reasonable efforts in good faith to permit the development of TC-2 in a timely and expeditious manner; and

WHEREAS, the acquisition of property, the vacating of public rights-of-way, and the construction and use of the identified site is for a public purpose and complies with the purpose and objectives of the Plan and the Redevelopment Act; and

WHEREAS, the City, the CRA, and the County by this Interlocal Agreement intend to jointly redevelop the identified site known as TC-2 for a public purpose and pay certain costs of the redevelopment, in order to further the objectives of the Plan as stated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the City will facilitate the redevelopment of TC-2 in accordance with the Redevelopment Plan.

SECTION 2. That the Mayor and City Clerk are authorized on behalf of the City to enter into the Interlocal Agreement with Palm Beach County and the CRA in acquiring, vacating, and constructing a facility for the public purpose of establishing a boat launching facility to serve the residents of the City and the boating community of Palm Beach County.

SECTION 3. That this resolution shall take effect immediately upon its passage.

SIGNATURES ON FOLLOWING PAGE

PASSED AND APPROVED this 17th day of September, 2003

APPROVED:

MAYOR MICHAEL D. BROWN

DAVID SCHNYER, CHAIRPERSON

(MUNICIPAL SEAL)

SYLVIA LEE BLUE, CHAIR PRO-TEM

DONALD R. WILSON

ATTEST:

ELIZABETH "LIZ" WADE

CARRIE E. WARD, MMC
CITY CLERK

ANN ILES
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER: aye
S. BLUE: aye
D. WILSON: aye
E. WADE: nay
A. ILES: aye

REVIEWED AS TO LEGAL SUFFICENCY

Pamala H. Ryan, City Attorney

Date: 9/17/03

C:\BOATRAMPINTERLOCAL RES/MMCK\JET

RESOLUTION NO. 218-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PAYMENT OF $12,000 TO BANK ATLANTIC FOR THE LEASE RENEWAL OF BAYS 8 & 9 AT 835 WEST 13TH COURT, RIVIERA BEACH; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 001-0822-5210-4402 ($8000) AND ACCOUNT NUMBER 123-0819-521-1-4903 ($4000), FOR LEASE RENEWAL FOR THE PERIOD OCTOBER 1, 2002 TO SEPTEMBER 30, 2003; FOR FY 2003-04 LEASE RENEWAL, $12,600 SHALL BE PAID FROM ACCOUNT NUMBER 001-0822-5210-4402; AND AUTHORIZING THE MAYOR, CITY CLERK, AND POLICE CHIEF TO SIGN THE AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1: That City Council authorizes the Mayor, City Clerk, and Police Chief to sign the attached Agreement with Bank Atlantic for the renewal of lease for the period October 1, 2002 to September 30, 2003, and for the period of October 1, 2003 to September 30, 2004;

Section 2: That City Council authorizes the Mayor and Finance Director to pay the lease covering the period October 1, 2002 to September 30, 2003 from General Fund Account # 001-0822-5210-4402, in the amount of $8000 and from Weed & Seed Account #123-0819-521-1-4903, in the amount of $4000.

Section 3: That City Council further authorizes the Mayor and Finance Director to pay the lease covering the period October 1, 2003 to September 30, 2004 from General Fund Account # 001-0822-5210-4402, in the amount of $12,600.

[THE REMAINER OF THIS PAGE INTENTIONALLY LEFT BLANK]

FILE: H:AGENDA/VEHICLE STORAGE 2002-03-04/D03-101-1

PASSED AND APPROVED this 1st day of October, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

[MUNICIPAL SEAL]

SYLVIA LEE BLUE,
CHAIRPERSON PRO-TEM

ATTEST:

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES
COUNCILPERSON

MOTIONED BY:	S. Blue
SECONDED BY:	E. Wade
D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

FILE: H:AGENDA/VEHICLE STORAGE 2002-03-04/D03-101-1

DATE: 9/25/03

LEASE RENEWAL AND EXTENSION AGREEMENT

BankAtlantic, successor to Community Savings, F.A., a Federal Savings & Loan Association (hereinafter referred to as Lessor), and Rivera Beach Police Department (hereinafter referred to as Lessee), hereby agree to renew and extend that certain Lease executed by them on the 15th day of September 1994, for the property described as Bays 8 & 9 of 835 West 13th Court, Riviera Beach, Florida, also known as Lot 5 Futura Industrial Park as recorded on Plat Book 31, page 175 of the Public Records of Palm Beach County, Florida.

For good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree to extend the term of the lease for an additional year beginning October 1, 2003 and ending on the 30th day of September 2004. The total annual rent for the extended one year is Twelve Thousand Six Hundred Dollars ($12,600.00), due and payable in full before October 1, 2003. Except as modified herein, the Business Lease executed between the parties dated the 15th day of September 1994, remains in full force and effect. If there is any conflict between the terms and conditions of this Lease Renewal Extension Agreement and the Business Lease, the terms and conditions of this Lease Renewal Extension Agreement apply.

Both parties acknowledge and agree that the Business Lease referred to herein is currently in good standing and neither party has defaulted under any obligations contained herein. As of the date of this Lease Renewal and Extension Agreement, the rent is current.

IN WITNESS WHEREOF, the parties have executed this Lease Renewal and Extension Agreement for the purpose herein expressed.

Signed, sealed and delivered in the presence of:

LaTanya A Mathis

BankAtlantic,

By: Gary Koerner V.P.

Date: 8-25-03

Riviera Beach Police Department

By: Mayor

Date: October 1, 2003

Mayor

10/01/03

City Clerk

REVIEWED FOR LEGAL SUFFICIENCY

Asst. CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 9/29/03

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of August 2003, by Larry Koerner as Representative, for BankAtlantic.

LaVatryce A Mathis
Signature ~~of~~ Notary Public
State of Florida

LaVatryce A Mathis
My Commission DD202690
Expires April 13, 2007

LaVatryce A. Mathis
Print, Type or Stamp Commissioned
Name of Notary Public

Personally Known _____ OR Produced Identification
Type of Identification Produced K656-526-40-409-0

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____ 2003, by _____ as _____, for the Riviera Beach Police Department.

_____
Signature of Notary Public
State of Florida

_____
Print, Type or Stamp Commissioned
Name of Notary Public

Personally Known _____ OR Produced Identification
Type of Identification Produced _____

LEASE RENEWAL AND EXTENSION AGREEMENT

BankAtlantic, successor to Community Savings, F.A., a Federal Savings & Loan Association (hereinafter referred to as Lessor), and Rivera Beach Police Department (hereinafter referred to as Lessee), hereby agree to renew and extend that certain Lease executed by them on the 15th day of September 1994, for the property described as Bays 8 & 9 of 835 West 13th Court, Riviera Beach, Florida, also known as Lot 5 Futura Industrial Park as recorded on Plat Book 31, page 175 of the Public Records of Palm Beach County, Florida.

For good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree to extend the term of the lease for an additional year beginning October 1, 2002 and ending on the 30th day of September 2003. The total annual rent for the extended one year is Twelve Thousand Dollars ($12,000.00), due and payable in full before October 1, 2002. Except as modified herein, the Business Lease executed between the parties dated the 15th day of September 1994, remains in full force and effect. If there is any conflict between the terms and conditions of this Lease Renewal Extension Agreement and the Business Lease, the terms and conditions of this Lease Renewal Extension Agreement apply.

Both parties acknowledge and agree that the Business Lease referred to herein is currently in good standing and neither party has defaulted under any obligations contained herein. As of the date of this Lease Renewal and Extension Agreement, the rent is current.

IN WITNESS WHEREOF, the parties have executed this Lease Renewal and Extension Agreement for the purpose herein expressed.

Signed, sealed and delivered in the presence of:

LaVanyce A. Mathis

BankAtlantic,

By: Gary Koerner V.P.

Date: 8-25-03

Riviera Beach Police Department

By:

Date: October 1, 2003

Mayor

City Clerk 10/1/03

REVIEWED FOR LEGAL SUFFICIENCY

Asst. CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 9/29/03

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of August 2003, by Larry Koerner as Representative, for BankAtlantic.

LaVatryce A Mathis
Signature of Notary Public
State of Florida

LaVatryce A Mathis
My Commission DD202890
Expires April 13, 2007

LaVatryce Mathis
Print, Type or Stamp Commissioned
Name of Notary Public

Personally Known _____ OR Produced Identification
Type of Identification Produced K656-526-40-409-0

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____ 2003, by _____ as _____, for the Riviera Beach Police Department.

_____
Signature of Notary Public
State of Florida

_____
Print, Type or Stamp Commissioned
Name of Notary Public

Personally Known _____ OR Produced Identification
Type of Identification Produced _____

RESOLUTION NO. 219-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND ACCEPTING THE PROPOSAL FROM R.C.T. ENGINEERING, INC. (R.C.T.) TO PERFORM ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED $20,000.00 TO PROVIDE INFORMATION FOR THE CITY TO MAKE CORRECTIONS TO THE STORMWATER MANAGEMENT UTILITY (SMU) DATABASE AND REVIEW REQUESTS FOR CREDITS FOR SMU FEES; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FROM THE SMU PROFESSIONAL SERVICES ACCOUNT NUMBER 460-1127-5410-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council is requested to approve the proposal issued by R.C.T. in an amount not to exceed $20,000.00 to provide engineering services by providing information so that corrections can be made to the SMU database and to review requests for credits for SMU fees; and

WHEREAS, the City has a continuing consulting contract for Consulting/Professional Services with R.C.T.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The City Council hereby approves and accepts the proposal to Perform Engineering Services from R.C.T.

SECTION 2. The City Council authorizes the Mayor and Finance Director to pay an amount not to exceed $20,000.00 from the SMU Professional Services Account Number 460-1127-5410-3106.

SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 1st **day of** October**, 2003 .**

RESOLUTION NO. 219-03
PAGE 2.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER nay

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

FOR

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/24/03

RESOLUTION NO. 220-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AMENDED SITE PLAN APPLICATION FROM SINGER ISLAND OCEANFRONT HOTELS LLC, FOR A 6.6 ACRE PARCEL LOCATED AT 3800 NORTH OCEAN DRIVE WITH SPECIFIC CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 4, 2002, the City approved the Initial Site Plan for the Property pursuant to Resolution No. 155-02, contingent upon the City's adoption of Ordinance No. 2927, assigning the RH District to the Property; and,

WHEREAS, on October 2, 2002, the City adopted Ordinance No. 2927 rezoning the subject property to the Resort Hotel Zoning District; and,

WHEREAS, on January 7, 2003, the City approved the Amended Site Plan Application for the Island Spa Development pursuant to Resolution No. 01-03; and,

WHEREAS, on July 18, 2003, the City agreed to a stipulated settlement agreement to resolve several lawsuits filed by Sherry Temple, William Contole, and Leland Wesley Nichols; and,

WHEREAS, the Planning & Zoning Board met on September 11, 2003, to review the amended site plan application and made a recommendation to the City Council for approval of the Site Plan application from Singer Island Oceanfront Hotels LLC; and,

WHEREAS, Section 31-57, of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and,

WHEREAS, the Amended Site Plan is consistent with those requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Site Plan (Exhibit A) for 64 permanent residential units and 242 resort hotel units on 6.6 acres located at 3800 North Ocean Drive is approved with the following conditions:

1. Construction must be initiated within 18 months of the effective date of this Resolution in accordance with the City Code of Ordinances.

2. The developer shall maintain a valid occupational license from the City of Riviera Beach for a hotel establishment with uses to include a restaurant, pool and spa, and retail uses, said uses to be open to the general public.

3. The developer shall obtain licensing from the Department of Health, the Department of Business and Professional Regulation, Division of Alcohol, Beverage and Tobacco, and the Division of Hotels and Restaurants.

4. All future advertising must state that the development is in the City of Riviera Beach. A fine of $250 per day will be levied against the property owner for violation of this condition.

5. The developer shall participate in the Minority Employment and Affordable Housing Opportunities Plan as detailed in the proposed MEAHOP agreement.

SECTION 2. This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

SECTION 3. This Resolution shall take effect immediately upon approval of the MEAHOP agreement by the City Council.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

PASSED and APPROVED this 1st day of October, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: D. Wilson
Seconded By: E. Wade

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 9/24/03

KaWMck
7.04.03

RESOLUTION NO. 221-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE JOINT STIPULATED MOTION TO AMEND AND APPROVE SETTLEMENT STIPULATION AND AGREED ORDER BETWEEN SHERRY TEMPLE, LELAND WESLEY NICHOLS, AND WILLIAM CONTOLE, CLAIMANTS, VERSUS THE CITY OF RIVIERA BEACH, AND SINGER ISLAND OCEAN FRONT HOTELS LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 4, 2002, the City approved the Initial Site Plan for the Property pursuant to Resolution No. 155-02, contingent upon the City's adoption of Ordinance No. 2927, assigning the RH District to the Property; and,

WHEREAS, on October 2, 2002, the City, rezoned certain properties, including the subject property to the newly created Resort Hotel Zoning District pursuant to Ordinance No. 2927; and,

WHEREAS, on January 7, 2003 the City approved the Amended Site Plan Application for the Island Spa Development pursuant to Resolution No. 01-03; and,

WHEREAS, the claimants raised certain objections to the public notice, the Initial Site Plan, the Amended Site Plan, the RH Rezoning Ordinance and the RH Zoning District in Case Numbers: AP-02-13118 AY
CA-02-13119 AH
AP-03-1439 AY
CA-03-1321 AF; and,

WHEREAS, the Parties desired to amicably resolve the Claimants objections raised in the Lawsuits as to the Initial Site Plan, the Amended Site Plan, the RH District and the RH Rezoning Ordinance as specifically applied to the Initial Site Plan and Amended Site Plan, as in paragraph 3 of the settlement agreement; and,

WHEREAS, on June 18, 2003, the City Council agreed to the settlement agreement; and,

WHEREAS, the Oceanfront Hotel has redesigned the project to meet the requirements of the Settlement Agreement.

WHEREAS, the Parties desire to amend the settlement agreement attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That the City of Riviera Beach agrees to the Joint Stipulated Motion to amend and approve Settlement Stipulation and agreed Order between Sherry Temple, Leland Wesley Nichols, and William Contole, Claimants, the City of Riviera Beach, and Singer Island Oceanfront Hotel LLC, which is attached and made a part of this resolution.

SECTION 2. That the Mayor and City Clerk are authorized to execute the Settlement Stipulation on behalf of the City.

SECTION 3. That this resolution shall take effect immediately upon its approval.

PASSED and APPROVED this 1st day of October, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

{MUNICIPAL SEAL}

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ATTEST:

ELIZABETH "LIZ" WADE,
COUNCILPERSON

10/01/03

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES,
COUNCILPERSON

Motioned By: E. Wade
Seconded By: D. Wilson

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 9/30/03

KaMMck
7.08.03

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN
AND FOR PALM BEACH COUNTY,
FLORIDA

CASE NO: CA 03-1321 AF

LELAND WESLEY NICHOLS, II,

Petitioner,

v.

CITY OF RIVIERA BEACH,
a Florida municipal corporation,

Respondent,

SINGER ISLAND OCEANFRONT,
HOTELS, LLC,

Intervenor.
_____/

JOINT STIPULATED MOTION TO AMEND AND APPROVE SETTLEMENT STIPULATION AND AGREED ORDER DATED JUNE 19, 2003 NUNC PRO TUNC

Petitioner, Leland Wesley Nichols, II, Respondent City of Riviera Beach, and Intervenor Singer Island Oceanfront, LLC, by and through their undersigned counsel, hereby respectfully move this Court to amend the Settlement Stipulation and Agreed Order dated June 19, 2003 and to enter an order approving the Settlement Stipulation and Agreed Order as more fully set forth below, and states as follows:

1. On June 18, 2003 the parties filed with this Court a Motion for Approval of Settlement, which attached the Settlement Stipulation and Agreed Order as Exhibit "A." On June 19, 2003, this Court entered the Agreed Order approving such settlement and retained jurisdiction for the enforcement of the terms of the Settlement Stipulation.

2. Subsequent to the entry of the June 19, 2003 Order, the parties determined that an error was made in the Settlement Stipulation and Agreed Order. By this Motion, the parties now seek to correct the error, amend the Settlement Stipulation and Agreed Order, and expressly seek the approval by this Court of the corrected Settlement Stipulation and Agreed Order.

3. Particularly, the parties seek to amend and correct the last WHEREAS clause on page 2 of the Settlement Stipulation and Agreed Order. Thus, the parties seek to delete the word "hearing" and replace it with the word "meeting."

4. Further, the parties request this Court to approve the correction of the Settlement Stipulation nunc pro tunc June 18, 2003. For all other purposes the parties agree and affirm all the terms of the Settlement Agreement and further agree that the correction set forth in paragraph 3 above is made as of June 18, 2003.

5. The parties request this Court to amend and correct the Agreed Order to provide expressly that the approval of the Settlement Stipulation is premised upon the correction to the Settlement Stipulation as set forth in paragraph 3 above. Thus, this Court approves nunc pro tunc the factual recitation of the Settlement Stipulation with the changes of the wording "hearing" to "meeting."

6. The parties hereby expressly confirm the entry of a Settlement Stipulation and Agreed Order (and incorporate by reference same herein) dismissing with prejudice all claims against Oceanfront Hotel as Intervenor in this case and waive any objections which have been or could have been made premised upon the erroneous wording of the Settlement Stipulation by the utilization of the word "hearing" instead of "meeting." Thus, the parties hereby ratify the dismissals with

prejudice as set forth in the June 19, 2003 orders entered by the Court effective as of the original date of filing.

7. In implementation of the Settlement Agreement, on August 25, 2003, Intervenor filed a revised Site Plan with the City of Riviera Beach which was unanimously approved by the Planning Board on September 11, 2003. Petitioner has reviewed and approved the revised Site Plan and hereby waives any objections to the revised Site Plan. Without limiting the foregoing, Petitioner acknowledges that the revised Site Plan reduces the parking garage structure from six stories to two stories and provides for visual screening by virtue of a berm and additional landscaping features. In light of these changes, the 100' front setback requirement in the Settlement Agreement with respect to the garage structure is hereby amended to 50'; provided that the parking garage remains a two story structure and is bermed and landscaped as provided in the revised Site Plan. All parties have approved of and waived any objections to the revised site plan.

WHEREFORE, the parties respectfully request this Court to enter the attached Order granting the Joint Stipulated Motion to Amend and Approve Settlement Stipulation and Agreed Order Dated June 19, 2003 Nunc Pro Tunc as attached hereto as Exhibit "A."

ON BEHALF OF
SINGER ISLAND OCEANFRONT HOTELS, a
Florida limited liability company

Stevan J. Pardo, Managing Member
c/o Pardo & Gainsburg, LLP
One Biscayne Tower
2 South Biscayne Blvd., Suite 2475
Miami, Florida 33131

By: _____
Stevan J. Pardo, Managing Member

Date: 9/30/03

Stevan J. Pardo, Esq.
Attorney for Singer Island Oceanfront Hotels
Pardo & Gainsburg, LLP
One Biscayne Tower
2 South Biscayne Blvd., Suite 2475
Miami, Florida 33131

By: _____
Stevan J. Pardo, Esq.

Date: 9/30/03

ON BEHALF OF

CLAIMANTS SHERRY TEMPLE
AND WILLIAM CONTOLE

Thomas J. Baird, Esq.
Thomas J. Baird, P.A.
11891 U.S. Highway One, Suite 105
North Palm Beach Florida 33408

By:_____
Thomas J. Baird, Esq.

Date:_____

By:_____
Sherry Temple

Date:_____

By:_____
William Contole

Date:_____

ON BEHALF OF

CLAIMANT L. WESLEY NICHOLS II

Terrell K. Arline, Esq.
Terrell K. Arline, P.A.
3205 Brentwood Way
Tallahassee, Florida 32300-2705

By:_____
Terrell K. Arline, Esq.

Date:_____

By:_____
L. Wesley Nichols II

Date:_____

ON BEHALF OF

CITY OF RIVIERA BEACH

By: _____
Michael D. Brown, Mayor

Date: _____

By: _____
Carrie E. Ward, City Clerk

Date: October 1, 2003

AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Pamela H. Ryan, City Attorney

Date: 10/1/03

I:\W-LIT\36190\034\STIPAGT.DOC
7/15/03

WPB 721159.2

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN
AND FOR PALM BEACH COUNTY,
FLORIDA

CASE NO: CA 02-13119 AH

SHERRY TEMPLE,

Petitioner,

v.

CITY OF RIVIERA BEACH,
a Florida municipal corporation,

Respondent,

SINGER ISLAND OCEANFRONT,
HOTELS, LLC,

Intervenor.
_____/

JOINT STIPULATED MOTION TO AMEND AND APPROVE SETTLEMENT STIPULATION AND AGREED ORDER DATED JUNE 19, 2003 NUNC PRO TUNC

Petitioner, Sherry Temple, Respondent City of Riviera Beach, and Intervenor Singer Island Oceanfront, LLC, by and through their undersigned counsel, hereby respectfully move this Court to amend the Settlement Stipulation and Agreed Order dated June 19, 2003 and to enter an order approving the Settlement Stipulation and Agreed Order as more fully set forth below, and states as follows:

1. On June 18, 2003 the parties filed with this Court a Motion for Approval of Settlement, which attached the Settlement Stipulation and Agreed Order as Exhibit "A." On June 19, 2003, this Court entered the Agreed Order approving such settlement and retained jurisdiction for the enforcement of the terms of the Settlement Stipulation.

2. Subsequent to the entry of the June 19, 2003 Order, the parties determined that an error was made in the Settlement Stipulation and Agreed Order. By this Motion, the parties now seek to correct the error, amend the Settlement Stipulation and Agreed Order, and expressly seek the approval by this Court of the corrected Settlement Stipulation and Agreed Order.

3. Particularly, the parties seek to amend and correct the last WHEREAS clause on page 2 of the Settlement Stipulation and Agreed Order. Thus, the parties seek to delete the word "hearing" and replace it with the word "meeting."

4. Further, the parties request this Court to approve the correction of the Settlement Stipulation nunc pro tunc June 18, 2003. For all other purposes the parties agree and affirm all the terms of the Settlement Agreement and further agree that the correction set forth in paragraph 3 above is made as of June 18, 2003.

5. The parties request this Court to amend and correct the Agreed Order to provide expressly that the approval of the Settlement Stipulation is premised upon the correction to the Settlement Stipulation as set forth in paragraph 3 above. Thus, this Court approves nunc pro tunc the factual recitation of the Settlement Stipulation with the changes of the wording "hearing" to "meeting."

6. The parties hereby expressly confirm the entry of a Settlement Stipulation and Agreed Order (and incorporate by reference same herein) dismissing with prejudice all claims against Oceanfront Hotel as Intervenor in this case and waive any objections which have been or could have been made premised upon the erroneous wording of the Settlement Stipulation by the utilization of the word "hearing" instead of "meeting." Thus, the parties hereby ratify the dismissals with

prejudice as set forth in the June 19, 2003 orders entered by the Court effective as of the original date of filing.

7. In implementation of the Settlement Agreement, on August 25, 2003, Intervenor filed a revised Site Plan with the City of Riviera Beach which was unanimously approved by the Planning Board on September 11, 2003. Petitioner has reviewed and approved the revised Site Plan and hereby waives any objections to the revised Site Plan. Without limiting the foregoing, Petitioner acknowledges that the revised Site Plan reduces the parking garage structure from six stories to two stories and provides for visual screening by virtue of a berm and additional landscaping features. In light of these changes, the 100' front setback requirement in the Settlement Agreement with respect to the garage structure is hereby amended to 50'; provided that the parking garage remains a two story structure and is bermed and landscaped as provided in the revised Site Plan. All parties have approved of and waived any objections to the revised site plan.

WHEREFORE, the parties respectfully request this Court to enter the attached Order granting the Joint Stipulated Motion to Amend and Approve Settlement Stipulation and Agreed Order Dated June 19, 2003 Nunc Pro Tunc as attached hereto as Exhibit "A."

ON BEHALF OF
SINGER ISLAND OCEANFRONT HOTELS, a
Florida limited liability company

Stevan J. Pardo, Managing Member
c/o Pardo & Gainsburg, LLP
One Biscayne Tower
2 South Biscayne Blvd., Suite 2475
Miami, Florida 33131

By:_____
Stevan J. Pardo, Managing Member

Date: 9/30/03

Stevan J. Pardo, Esq.
Attorney for Singer Island Oceanfront Hotels
Pardo & Gainsburg, LLP
One Biscayne Tower
2 South Biscayne Blvd., Suite 2475
Miami, Florida 33131

By:_____
Stevan J. Pardo, Esq.

Date: 9/30/03

ON BEHALF OF

CLAIMANTS SHERRY TEMPLE
AND WILLIAM CONTOLE

Thomas J. Baird, Esq.
Thomas J. Baird, P.A.
11891 U.S. Highway One, Suite 105
North Palm Beach Florida 33408

By:_____
Thomas J. Baird, Esq.

Date:_____

By:_____
Sherry Temple

Date:_____

By:_____
William Contole

Date:_____

ON BEHALF OF

CLAIMANT L. WESLEY NICHOLS II

Terrell K. Arline, Esq.
Terrell K. Arline, P.A.
3205 Brentwood Way
Tallahassee, Florida 32300-2705

By:_____
Terrell K. Arline, Esq.

Date:_____

By:_____
L. Wesley Nichols II

Date:_____

ON BEHALF OF

CITY OF RIVIERA BEACH

By: _____
Michael D. Brown, Mayor

Date: _____

By: _____
Carrie E. Ward, City Clerk

Date: October 1, 2003

AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Pamela H. Ryan, City Attorney

Date: 10/1/03

I:\W-LIT\36190\034\STIPAGT.DOC
7/15/03

RESOLUTION NO. 221-03(A)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MEAHOP DEVELOPMENT AGREEMENT FROM SINGER ISLAND OCEANFRONT HOTELS LLC, ON A 6.6 ACRE PARCEL LOCATED AT 3800 NORTH OCEAN DRIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 26, of the City of Riviera Beach Code of Ordinances establishes the requirements for participation in the City of Riviera Beach Minority Employment and Housing Opportunities Plan.

WHEREAS, The Planning & Zoning Board met on September 11, 2003, to review the application and made a recommendation to the City Council for approval of the Site Plan application from Singer Island Oceanfront Hotels LLC; and,

WHEREAS, on October 1, 2003, the City Council reviewed the proposed site plan amendment from Singer Island Oceanfront Hotels LLC; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. A MEAHOP agreement substantially similar to the sample attached as Exhibit "A" is approved by the City Council.

SECTION 2. The Mayor and City Clerk are authorized to execute the Final version of this Agreement on behalf of the City.

SECTION 3. This Resolution shall take effect immediately upon its approval.

PASSED and APPROVED this 1st day of October, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

{MUNICIPAL SEAL}

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ATTEST:

ELIZABETH "LIZ" WADE,
COUNCILPERSON

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES,
COUNCILPERSON

Motioned By: D. Wilson
Seconded By: S. Blue

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency:

FOR
PAMALA HANNA RYAN, CITY ATTORNEY

Date: 9/24/03

KaUWMck
7.08.03

MEAHOP AGREEMENT

THIS MEAHOP AGREEMENT (this "Agreement") is made and entered into as of October ___, 2003 by and between **SINGER ISLAND OCEANFRONT HOTELS, LLC,** a Florida limited liability company, its successors and assigns ("Hotels") and **THE CITY OF RIVIERA BEACH,** a municipal corporation existing under the laws of the State of Florida (the "City").

RECITALS:

WHEREAS, Hotels is the owner of the real property legally described on Exhibit "A" (the "Property"), which is attached and made a part of this Agreement; and

WHEREAS, the City has enacted by Ordinance No. 2945 Chapter 26, Code of Ordinances, City of Riviera Beach, an ordinance entitled Minority Employment and Affordable Housing Opportunity Plan ("MEAHOP") Ordinance pursuant to which projects may qualify for certain development bonuses by complying with one of the options set forth in the MEAHOP Ordinance; and

WHEREAS, the "Modified Site Plan" that the City's Planning and Zoning Board has recommended for approval for the development on the Property (the "Project") includes a MEAHOP commitment and certain additional dwelling units; and

WHEREAS, the City and Hotels wish to set forth herein the terms and conditions of the MEAHOP commitment as it relates to the Project.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hotels and the City hereby covenant and agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. MEAHOP Agreement. Per this Agreement Hotels agrees to be bound by the terms of the MEAHOP Ordinance. Failure to abide by the terms of the Ordinance and this Agreement will result in the denial of a building permit and relieve the City of its obligation to provide housing bonuses under the MEAHOP Ordinance.

3. MEAHOP Specifications. Prior to the issuance of the first building permit from the City for the Property, Hotels shall qualify for the 48 (10 permanent residential, 38 resort hotel) dwelling unit bonus under the MEAHOP Ordinance by complying with one of the following the options set forth in the MEAHOP Ordinance:

(i) Hotels shall contribute $120,000 to the City Housing Trust Fund under the Affordable Housing option and shall provide the following employment opportunities as provided in section 26-6 of the Code:

(a) Hotels shall employ on the job site at least twenty percent (20%) of their part-time and full-time general labor on the job site from minority groups; and

(b) Hotels shall enter into contracts for work or supplies to a job site with at least ten (10) sub-trades or suppliers who are minority employers; and

(c) Hotels shall hire five (5) minority professionals throughout the design and construction of the project.

OR

(ii) Hotels shall pay the sum of $427,650 to the City Housing Trust Fund.

The election to comply with the requirements of either 2(i) or (ii) above shall be at Hotels' sole discretion. If Hotels elects 3(i) above, Hotels agrees to allow City representatives to access the Property and/or review and copy relevant documents for the purpose of monitoring compliance with the MEAHOP.

4. Notice. Hotels shall provide written notice to the City of which of the above options it shall utilize and shall pay the required sum due in connection with the chosen option to the City on or before the issuance of the first building permit by the City for the Property.

5. Interpretation. The caption headings in this Agreement are for convenience and reference only and will not be construed to define, modify or describe the scope or intent of any of the terms of this Agreement. This Agreement will be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question.

6 Notices. All notices required or desired to be given under this Agreement shall be in writing and either (i) hand-delivered, (ii) sent by certified mail, return receipt requested, (iii) sent via Federal Express or similar overnight service; or (iv) sent via facsimile with a copy thereof sent by regular U.S. mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

City:	Mary McKinney Director of Community Development 600 W. Blue Heron Blvd. Riviera Beach, Florida 33404 Facsimile: (561) 845-4038
With Copy to:	Pamala H. Ryan, Esq. City Attorney 600 W. Blue Heron Blvd. Riviera Beach, Florida 33404 Facsimile: (561) 845-4017
Hotels:	Singer Island Oceanfront Hotels, LLC c/o Stevan J. Pardo 2 South Biscayne Boulevard, Suite 2475 Miami, Florida 33131

Facsimile: (305) 358-2001

With a copy to:

Stevan J. Pardo, Esq.
Pardo & Gainsburg, LLP
2 South Biscayne Boulevard,
Suite 2475
Miami, Florida 33131
Facsimile: (305) 358-2001

7. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of Hotels and the City, including, without limitation, subsequent owners of the Property.

8. Attorneys' Fees. If any action or proceeding is instituted by one party against the other party with respect to this Agreement, the prevailing party in the action or proceeding will be entitled to receive from the non-prevailing party the reasonable attorneys' fees and expenses incurred by the prevailing party.

9. Amendment. No purported amendment to or waiver of any term of this Agreement will be binding upon any party, or have any other force or effect in any respect, unless the same is in writing and signed by the party to be charged.

10. State Law. This Agreement will be interpreted and enforced in accordance with the internal laws of the State of Florida without giving effect to the principles of conflicts of laws. The parties hereby irrevocably and unconditionally stipulate and agree that the Federal Courts in the State of Florida or the Circuit Court of the State of Florida, shall have exclusive jurisdiction to hear and finally determine any dispute, claim, or controversy or action arising out of or connected (directly or indirectly) with this Agreement. Venue shall lie in Palm Beach County, Florida.

11. Entire Agreement. All prior understandings and agreements between the parties with respect to the subject matter of this Agreement are merged in this Agreement. Neither party is relying upon any statement, covenant or representation made by any other party which is not embodied in this Agreement.

12. No Waiver. No failure or delay of either party in the exercise of any right under this Agreement will be deemed to be a waiver of such right. No waiver by either party of any condition under this Agreement for its benefit or any breach under this Agreement will constitute a waiver of any other or further right or subsequent breach.

13. Effectiveness of Agreement. This Agreement will not become effective unless and until it is executed and delivered by both Hotels and the City.

14. Divisibility. If any article, section or exhibit of this Agreement is deemed illegal or unlawful, the same will be struck from this Agreement and all other articles, sections and exhibits will remain valid and in full force and effect.

15. Counterparts. This Agreement may be executed in one or more counterparts, and by each party on separate counterparts, each of which will be deemed to be an original and all of which will together constitute one instrument.

THIS AGREEMENT has been executed and delivered by Hotels and the City as of the date first set forth above.

WITNESSES:

L. McGrath
Print Name: Linda McGrath

Cynthia Manzano
Print Name: Cynthia Manzano

HOTELS:

SINGER ISLAND OCEANFRONT HOTELS, LLC, a Florida limited liability company

By: _____
Print Name: Stevan Pardo
Its: Managing Member

ATTEST:

By: Carrie E. Ward
Carrie E. Ward, MMC
City Clerk

CITY:

THE CITY OF RIVIERA BEACH, a municipal corporation

By: _____
Michael D. Brown
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Pamela H. Ryan
Pamala H. Ryan
City Attorney

Date: 10/14/03

Parcel A:

All that portion of Sections 22 and 23, Township 42 South, Range 43 East, Riviera Beach, Palm Beach County, Florida, bounded as follows:

On the South by a line that is 205 feet North of and that is measured at right angles to and that is parallel to the South line of said Sections 22 and 23, Township 42 South, Range 43 East, Riviera Beach, Palm Beach County, Florida, on the East by the waters of the Atlantic Ocean, on the North by a line that is 305 feet North of and that is measured at right angles to and that is parallel to the South line of Sections 22 and 23, Township 42 South, Range 43 East, Riviera Beach, Palm Beach County, Florida; on the West by the center line of State Road 703 (U.S. Highway A-1-A)

Parcel B:

Situate, lying and being in the City of Riviera Beach, Palm Beach County, Florida, to wit:

PALM BEACH RACQUET CLUB site, also known as THE RACQUET CLUB, being all of a parcel of land in Riviera Beach, Florida, as recorded by Plat in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, in Plat Book 27, Page 88

RESOLUTION NO. 222-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SPECIAL EXCEPTION APPLICATION FROM EAST COAST TRANSMISSION TO LOCATE A TRANSMISSION REPAIR SHOP AT 4201 BLUE HERON BOULEVARD AND WITH SPECIFIC CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-62, of the City of Riviera Beach Code of Ordinances establishes the requirements for special exception review; and,

WHEREAS, The Site Plan Amendment Application submitted by East Coast Transmission meets the requirements for a special exception; and,

WHEREAS, The Planning & Zoning Board met on September 11, 2003 to review the application and made a recommendation for approval to the City Council of Riviera Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Special Exception Application from East Coast Transmission is approved with the following conditions:

A. All future advertising must state that the development is in the City of Riviera Beach. A fine of $250 per day will be levied against the property owner for violation of this condition.

B. The facility may not store more than 5 vehicles at any one time inside the bay.

C. No storage of vehicles in the outside parking lot.

D. No vehicle sales will be permitted on the property.

E. No vehicle repair will be done outside of the building.

SECTION 2. This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

SECTION 3. This Resolution shall take effect immediately upon its approval.

RESOLUTION NO. 223-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL FROM R.C.T. ENGINEERING, INC., IN THE AMOUNT OF $125,000 TO PROVIDE ENGINEERING DESIGN SERVICES AND CONSTRUCTION ADMINISTRATION FOR THE REFURBISHMENT OF LIFT STATION #1A; AND AUTHORIZING PAYMENT FROM ACCOUNT NO. 407-1437-5330-3103; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the consulting engineering firm of R.C.T. Engineering, Inc. has prepared and submitted to the City of Riviera Beach a proposal for professional engineering design services and construction administration for the refurbishment of the City's Lift Station #1A, in an amount not to exceed $125,000; and

WHEREAS, the primary purpose of this project is to assist the City of Riviera Beach in preparing and submitting drawings and specifications (design services) for this project and observation services during construction, including periodic observation of the work for general compliance with the construction drawings and specifications (construction administration); and

WHEREAS, this lift station, which was originally built in 1974, is located in the vicinity of Avenue "H" West and West 20th Street, and has exceeded its life expectancy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1: That the City Council approve the proposal from R.C.T. Engineering, Inc. in the amount of $125,000 to provide engineering design and construction administration to the City of Riviera Beach's Lift Station #1A refurbishment project.

Section 2: That the Mayor and Finance Director are authorized to make payment for same under Account Number 407-1437-5330-3103 in the amount of $125,000.

Section 3: This Resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 224-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE INSURANCE LIABILITY FUND ACCOUNT NO. 602-0539-5130-3101 UP TO THE AMOUNT OF $2,192,800 TO ARTHUR J. GALLAGHER & CO. - MIAMI FOR RISK PACKAGE FIXED COSTS AND UP TO $70,200 TO GALLAGHER BASSETT SERVICES FOR CLAIMS ADMINISTRATION

WHEREAS, the City is in need of its Worker's Compensation/Liability and Property/Casualty Protected Self-Insurance Program to be renewed for one year (2003-2004); and,

WHEREAS, a proposal from Arthur J. Gallagher & Co. – Miami/Gallagher Bassett Services provides the costs and services which best serve the City of Riviera Beach's interest at a total fixed cost not to exceed $2,192,800; and,

WHEREAS, Gallagher Bassett Services Inc. has submitted a three (3) year renewal proposal for Claims Administration and Lost Control Services for a total estimated cost of $70,200. For the FY 2003/04, and rate cap guarantee not to exceed a 6% per year increase for FY 2004/05 and FY 2005/06 respectively.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. That the Mayor and City Clerk are authorized to execute an Agreement with Arthur J. Gallagher & Company – Miami/Gallagher Bassett Services to provide a comprehensive protected Self-Insurance Program including claims administration and loss control services.

SECTION 2. That the Finance Director is authorized to make payment from Account No. 602-0539-513-0-3101 in the amount not exceeding $70,200 to Gallagher Bassett Services.

SECTION 3. That the Finance Director is authorized to make payments from Account Numbers 602-0539-513-0-1405 (4501) (4508) in the total amount not exceeding $2,192,800 to Arthur J. Gallagher & Company – Miami for risk package fixed costs.

SECTION 4. A copy of the Agreement is attached hereto and made a part hereof.

SECTION 5. This Resolution shall take effect upon its passage and adoption.

GALLAGHER BASSETT SERVICES, INC.
CONTRACT FOR SERVICES

PARTIES

City of Riviera Beach, Florida (hereinafter "CLIENT") hereby retains Gallagher Bassett Services, Inc. (hereinafter "GB") to perform the services listed on Schedule V.

TERM

This contract shall be in effect from 10/1/03 to 10/1/06 and shall remain in full force and effect unless amended or terminated.

ATTACHMENTS

Attached hereto and made a part hereof are the following schedules:

I. OBLIGATIONS OF THE PARTIES

II. BANKING

III. TERMS AND CONDITIONS

IV. DEFINITIONS

V. SERVICES AND FEES

CITY OF RIVIERA BEACH, FLORIDA

By: _____
MICHAEL D. BROWN
MAYOR

Date: _____

ADDRESS: 600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

ATTEST: _____ 10/01/03
CARRIE E. WARD. MMC
CITY CLERK

GALLAGHER BASSETT SERVICES, INC.

By: Robert Mason
ROBERT MASON
CHIEF FINANCIAL OFFICER

Date: 9/26/03

ADDRESS: Two Pierce Place
Itasca, IL 60143-3141

SCHEDULE I

OBLIGATIONS OF THE PARTIES

A. Obligations of GB

GB agrees to perform the following services:

1. With regard to Claims Administration, GB shall:

   a. Review each claim and loss report submitted by the CLIENT during the term of this contract.

   b. Conduct an investigation of each qualified claim or loss to the extent deemed necessary by GB and as agreed to by CLIENT.

   c. Maintain a file for each qualified claim or loss that shall be available for review by the CLIENT.

   d. Adjust, settle or resist all qualified claims or losses:

      1) within the stated discretionary settlement authority limit;
      2) with specific approval of the CLIENT, if outside the stated authority limit.

   e. Perform necessary and customary administrative and clerical work in connection with each qualified claim or loss, including the preparation of checks or vouchers, releases, agreements and other documents needed to finalize a claim.

   f. Establish and update claim reserves as needed.

   g. Assist the CLIENT in establishing a banking arrangement for loss and expense payments as set forth in Schedule II.

   h. Notify CLIENT, CLIENT's agent or carriers, as designated by the CLIENT, of all qualified claims or losses which may exceed the CLIENT's retention and, if requested, provide information on the status of those claims or losses.

   i. Coordinate investigations on litigated claims with attorneys representing the CLIENT and with representatives of the excess carrier, as required. It is expressly understood that all legal costs and loss payments will be charged to the CLIENT.

   j. Have GB's internal Product Support staff review large and unusual claims at no additional cost to the CLIENT, unless specified in Schedule V.

   k. Investigate and pursue subrogation possibilities on behalf of the CLIENT in all states permitting subrogation. Funds received from all subrogation collections shall be considered revenue of the CLIENT.

   l. Maintain an automated loss and information system, and provide the CLIENT with reports from RISX-FACS® as set forth in Schedule V.

   m. Provide forms, as determined by GB, needed to administer the CLIENT's program.

   n. Provide additional ad hoc information, analysis, reports and services, when requested by CLIENT, on a time and expense basis.

   o. Assist the CLIENT in selecting appropriate experts or specialists as the claims may require.

   p. Provide personnel needed to perform the services agreed to herein.

2. With respect to Self-Insurance Qualification, if any, GB shall assist the CLIENT in the filing of periodic reports and renewal applications required by state administrative agencies. All fees and assessments in connection with such are the obligation of the CLIENT.

3. With regard to Risk Control Consulting and Appraisals, GB shall provide the services set forth in Schedule V.

4. Provide other services as set forth in Schedule V.

B. **Obligations of CLIENT**

1. CLIENT shall pay GB for services the annual sum set forth on Schedule V, as agreed to under the "Billing and Payment Terms" section. At the end of each contract period, the annual compensation shall be subject to adjustment.

   Where applicable, GB shall audit the claim counts at the 18th, 24th, 36th and 48th month from the inception date of the contract. CLIENT shall pay GB any additional fees due as a result of these audits as specified under the Billing and Payment Terms section in Schedule V.

2. CLIENT shall provide funds for the payment of qualified claims or losses, allocated loss expenses, and any Managed Care fees, if applicable. GB shall not be required to advance funds to pay losses, allocated loss expenses, bank charges, or Managed Care fees.

3. Fees are payable upon receipt of invoice. GB reserves the right to charge 1% per month, or the maximum legal rate, on balances unpaid after 30 days.

SCHEDULE II

BANKING - SIMMS

GB will provide an on-line check issuance and banking communication system known as "APACS", which provides for automated payments and control. The account will be funded with Citibank to administer a SIMMS cash management program, hereinafter the CLIENT's program. Such cash management program will deal directly with the funding program of the CLIENT's banking facility. GB will assist the CLIENT in establishing the initial imprest/opening balance of the fund. The details of the CLIENT's program are set forth in a letter agreement between the CLIENT, Citibank N.A. and Arthur J. Gallagher & Co. (GB) (hereafter the "Account Parameter Agreement"). In addition, GB will analyze the account from time to time and will submit advisory reports, including any excess or deficiencies to the imprest/opening balance. As a result of the advisories, the CLIENT agrees to fund any imprest increase within 30 days of notification. Changes to the frequency of funding and/or imprest/opening balance will require the execution of a new Account Parameter Agreement. GB will charge an annual fee, subject to audit, for these services.

It is expressly understood that GB shall not be required to advance its own funds to pay any of the CLIENT's obligations.

In the event of cancellation or nonrenewal of this contract, CLIENT agrees to fund Citibank in an amount sufficient to fund all of the CLIENT's outstanding obligations.

If, at any time, CLIENT fails to provide adequate funding, GB shall issue "stop payment" orders on outstanding payments. CLIENT agrees to indemnify GB for any losses resulting from CLIENT's failure to fund its obligations. Any bank charges resulting from inadequate funding including, but not limited to, interest, stop payment charges and overdraft fees shall be the obligations of the CLIENT and shall be billed to the CLIENT when known.

In the event CLIENT fails to provide adequate funding, GB shall have the right to convert the CLIENT's program to either daily clearance or voucher upon 48 hours notice to the CLIENT.

SCHEDULE III
TERMS AND CONDITIONS

A. Discretionary Settlement Authority - The limit on any settlement payment by GB shall be as set forth in Schedule V. It is agreed that GB shall have full authority in all matters pertaining to the payment, processing, investigation and administration of qualified claims or losses within this limit. Failure of GB to settle a qualified claim or loss within such limit shall not subject GB to liability to any party in the event of an adverse judgment entered by any court or the settlement of such claim or loss for an amount in excess of such limit, provided such failure is not due to any negligence on the part of GB.

B. Terms of Cancellation or Nonrenewal - Either party shall have the right to cancel this contract at any time by giving the other party written notice of intent to cancel at least sixty (60) days in advance.

Unless stated otherwise in Schedule V, GB agrees that all claim files for claims incurred during the contracted periods will be handled for no additional fees for as long as the CLIENT continues to renew this Agreement.

In the event of cancellation or nonrenewal of this program, GB may, at its sole discretion, continue to manage all pending run-off claims, and run-off claims incurred in this service term but not reported prior to the date of termination if CLIENT pays GB a mutually agreed upon per claim per year open fee to continue handling open claims. If run-off services are provided by GB, a reduced electronic RISX-FACS® reporting package will be provided at the CLIENT's expense. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims.

Should CLIENT renew only a portion of the existing program under this Agreement (fewer states, locations, coverages, etc.), all open claims not part of the renewed portions of the program shall be considered in run-off and subject to per claim per year open fees to be agreed upon by the parties. A reduced electronic RISX-FACS® reporting package will be provided at the CLIENT's expense, as appropriate. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims. Should no agreement be reached regarding these open claims, they will be returned to the CLIENT or forwarded to another party as designated by the CLIENT.

Should the CLIENT elect to have the files returned to them, GB will do so within a reasonable amount of time, but in no event later than thirty (30) days. Cost for file transfer will be the obligation of the CLIENT. Additionally, GB will provide a tape or paper copy of the claim information in RISX-FACS® at GB's prevailing rate on the date of termination. Upon delivery of this information to CLIENT, claim information may be deleted from the system.

If the CLIENT fails to pay any amounts billed, including but not limited to GB's service fee during the contract period; audit billings per Schedule I, Section B,1, Paragraph 2; the service fee to continue handling claims past termination date or bank charges, within 30 days, GB shall have the right to terminate the contract by giving the CLIENT ten (10) days' notice in writing. After receipt of payment of all fees due, GB will then return all files to the CLIENT in an orderly manner. Costs for file transfer shall be the obligation of the CLIENT.

C. Sole Claims Administrator - During the terms of this Agreement and except as otherwise agreed to by the parties hereto, CLIENT agrees that GB shall be the sole claims administrator with respect to CLIENT's program and that all new claims under CLIENT's program shall be forwarded to GB. CLIENT further agrees not to self-administer or adjust any such claims or to forward any such claims to any other service organization or individual without GB's prior written consent.

D. Practice of Law - GB will not perform any services which may constitute the unauthorized practice of law.

E. Mutual Indemnification - GB agrees to defend, indemnify, protect, save and keep harmless CLIENT from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of GB.

CLIENT agrees to defend, indemnify, protect, save and keep harmless GB from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of CLIENT.

The foregoing indemnification provisions shall survive termination of this Agreement.

Nothing contained in this Section E. shall be construed or interpreted as consent by the CLIENT to be sued nor is a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida statutes.

F. Notices - Any notice required to be given under this contract shall be sent by certified mail to the following in the case of GB:

Mr. Robert Mason
Chief Financial Officer
Gallagher Bassett Services, Inc.
The Gallagher Centre
Two Pierce Place
Itasca, IL 60143-3141

and in the case of the CLIENT:

Ms. Doretha Perry
Human Resource Director
City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

G. Successors/Affiliates - This contract shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in interest of the parties. The services to be provided by GB hereunder may be provided in whole or in part by any affiliated entity of GB, at the sole discretion of GB. In such event, the terms of this Agreement shall be binding upon and shall inure to the benefits of such affiliated entity.

H. Modification - This contract represents the entire Agreement between the parties and may be modified only in writing. GB reserves the right to modify fees if:

- It is determined that the historical data upon which GB's fees and service charges developed were based upon erroneous, obsolete or insufficient information, or that a change in CLIENT's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement.

- During the term of the Agreement, legislative and/or regulatory requirements materially impact or change the scope of GB's services or responsibilities.

I. Confidentiality of Data - All data furnished by the CLIENT, or generated as a result of services performed under this agreement, and other information designated by the CLIENT in writing, shall be treated as confidential. GB reserves the right to use statistical information or other data, so long as the CLIENT's name and/or confidential data are adequately protected.

J. Status - It is understood that GB is engaged to perform services under this contract as an independent contractor and not as an agent of the CLIENT. This contract shall be governed by the laws of the State of Florida.

K. Managed Care - If GB provides Managed Care services as part of the CLIENT's program, either directly or indirectly through an independent contractor, CLIENT agrees that GB may be entitled to an additional fee in

connection with the Managed Care services (all or part of which may be paid to GB by the independent contractor) and to comply with the procedures for utilizing any such Managed Care services. Any such additional fee will be in exchange for bona fide administrative services provided by GB in connection with the Managed Care services. If GB provides CLIENT access to the First Health Preferred Provider Organization, CLIENT agrees to comply with the procedures for utilizing the First Health PPO Program.

L. Reporting - GB will not assume that other coverage (unknown to GB) exists for a qualified claim or loss. GB shall not be responsible for reporting to carriers on a type of claim or loss not managed by GB.

M. Fines and Penalties - GB shall not be responsible for any fines or penalties assessed by any governmental agency because of the acts or omissions of the CLIENT, or by previous or successor claim administrators.

N. Solicitation of Employees - CLIENT agrees that, during the term of this Agreement and for a two-year period thereafter, CLIENT shall not, without the consent of GB, solicit to hire, or hire any employee of GB who, during the term of this Agreement, has performed, or contributed to the performance of, services hereunder. CLIENT further acknowledges that the damages suffered by GB as a result of a breach of this obligation would be significant but not susceptible of easy calculation. Accordingly, in the event of a breach of the aforesaid obligation, CLIENT agrees to pay GB an amount equal to one hundred fifty percent (150%) of such employee's annualized salary amount at GB as of the date of breach.

O. Risk Control Consulting - With respect to any risk control consulting services, including any form of inspection service provided by GB to CLIENT:

1. Such services shall be in the nature of advisory to the CLIENT only and shall not be construed as imposing upon GB any duty to implement any recommendation made by GB or to otherwise ensure that any premises, equipment or other subject matter of a GB consulting service is safe or free from hazards or defects;

2. Such services shall be solely for the benefit of CLIENT and shall not be construed as creating any duty to, or conferring any right to, any third party, including without limitation, any duty to warn any third party or the public at large;

3. If GB fails to complete the contracted Risk Control Consulting Services during the term of this Agreement due to the CLIENT's failure to cooperate with GB's service delivery objectives, then GB will have an additional six (6) months in which to complete the contracted services. If the CLIENT fails to cooperate with GB's service delivery objectives during such six (6) month period, then GB's obligation to complete the contracted services will be deemed to be fulfilled and CLIENT shall not be entitled to any refund for services not provided. If for any reason other than CLIENT's lack of cooperation, GB fails to complete the contracted services during the term of the Agreement, then CLIENT, at its discretion, may either receive a refund for that portion of the contracted services which were not completed or may extend the term for completion of the contracted services by a period of six (6) months.

P. Records Retention - GB will retain claim files for 24 months following date of closure. Thereafter, files will be returned to the CLIENT or forwarded to such location as may be designated by the CLIENT for continued storage. GB will retain hard-copy checks for 24 months following the date of bank clearance. Thereafter, copies of checks will be maintained on microfiche.

Q. Subrogation - To the extent GB is involved in pursuing recoveries against third parties or otherwise undertaking subrogation activities on behalf of CLIENT, GB is authorized to collect, in the name of the CLIENT or in the name of GB, all funds due as a result of such recovery or subrogation activities. GB shall not be required to establish any trust accounts for the benefit of CLIENT, but shall promptly and fully account for all funds so received.

R. Taxes - CLIENT shall be responsible for payment of all applicable sales, use, ad valorem and excise taxes; duties; and assessments relating to the services provided hereunder. CLIENT shall hold GB harmless from all claims and liability arising from CLIENT's failure to pay such taxes.

S. Non-U.S. Dollar Transaction - In the event that GB handles any non-U.S. Dollar claims, CLIENT shall be responsible for any rate fluctuations.

T. Escheat - The parties acknowledge that any and all escheat and unclaimed property obligations of any type or variety lie with CLIENT and not GB. Pursuant to the other terms and conditions of this contract, GB shall provide CLIENT with such information and reports as reasonably required by CLIENT to perform this function.

SCHEDULE IV

DEFINITIONS

Claim - Any report of an accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money. The claim charge is applicable on a per occurrence, per claimant, per line of coverage basis as defined in the RISX-FACS® system.

Discretionary Settlement Authority - GB is authorized to make payment, for loss or expense, up to this amount, as GB deems necessary.

Qualified Claim or Loss - GB will investigate and adjust any loss or claim occurring within the service term, provided the loss or claim type is identified in Schedule V.

Allocated Expenses - Shall be the responsibility of the CLIENT and shall include, but not be limited to:

- legal fees
- professional photographs
- medical records
- experts' rehabilitation costs
- accident reconstruction
- architects, contractors
- engineers
- police, fire, coroner, weather, or other such reports
- property damage appraisals
- extraordinary costs for witness statements
- official documents and transcripts
- sub rosa investigations
- medical examinations
- extraordinary travel made at CLIENT's request
- court reporters
- fees for service of process
- pre- and post-judgment interest paid
- chemists
- collection costs payable to third parties on subrogation
- any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the CLIENT
- Managed Care

Managed Care - Managed Care services shall include, but not be limited to:

- preferred provider organization networks
- state fee scheduling
- usual, customary and reasonable bill review
- medical case management and vocational rehabilitation network
- utilization review services
- light-duty and return-to-work programs
- prospective injury management services
- hospital bill audit services
- wholesale pharmaceutical network
- retail pharmaceutical network

SCHEDULE V
SERVICES AND FEES

Client: City of Riviera Beach, Florida

Service Period: From 10/1/03 to 10/1/04 GB Client #: 000160

SERVICES PROVIDED:	Incl	
A. Claims Administration		
Auto Liability - Bodily Injury (AB)	X	1,526
Auto Liability - Property Damage (AD)	X	1,552
Auto Physical Damage (APD)	X	1,204
General Liability - Bodily Injury (GB)	X	5,341
General Liability - Property Damage (GD)	X	2,328
Products Liability	X	
Professional Liability	X	
Property (PR)	X	1,252
Workers' Compensation (WC)		
Medical Only	X	9,472
Indemnity	X	27,993
Other		
Assumption		
B. Information Services		14,072
RISX-FACS®		
Standard Package	X	Incl.
Non-Standard Reports		
risxfacs.com	X	Incl.
Terminals & Printers		
Data Transfer		
Other		

SERVICES PROVIDED:	Incl	
C. Loss Funding		
SIMMS	X	2,860
Voucher		
Client Owned Banking		
D. Supplemental		2,406
Loss Notice Program Rpt. Level $		
Topical Captioned Rpts Rpt. Level $50,000	X	Incl.
Meetings	X	Incl.
Discretionary Settlement Authority $5,000	X	Incl.
Index Bureau	X	Incl.
Coordination	X	Incl.
Account Administration	X	Incl.
Incident Processing	X	Incl.
Audits	X	Incl.
Record Only Processing	X	188
Risk Inspections		
GB/GCR Mgd. Care (Paid Off File)	X	N/C
E. Risk Control Consulting		
Loss Control - ____ Hours		
Risx-Control Consulting - _____ Hours		
TOTAL	$	70,194

ADDITIONAL SERVICE TERMS AND CONDITIONS:
Client will be billed $763 per claim for each Auto Liability Bodily Injury claim reported against the initial deposit of $1,526, $388 per claim for each Auto Liability Property Damage claim reported against the initial deposit of $1,552, $301 per claim for each Auto Physical Damage claim reported against the initial deposit of $1,204, $763 per claim for each General Liability Bodily Injury claim reported against the initial deposit of $5,341, $388 per claim for each General Liability Property Damage claim reported against the initial deposit of $2,328, $850 per claim for each Professional/Product Liability claim reported, $626 per claim for each Property claim reported against the initial deposit of $1,252, $128 per claim for each Workers' Compensation Medical Only claim reported against the initial deposit of $9,472 and $903 per claim for each Workers' Compensation Indemnity claim reported against the initial deposit of $27,993.

E & O Excpt-100 claims will be input and billed at the rate of $47 per record against the initial deposit of $188. Any additional work done on Excpt-100 claims will be billed on a time and expense basis at the rate of $119 per hour.

This is the first year of a three-year agreement. The cost per claim will increase 6% from year one to year two and 6% from year two to year three.

ILLING AND PAYMENT TERMS:
ee is payable in 12 monthly installments beginning 10/1/03. Fees are payable upon receipt of invoice. GB reserves the right charge 1% per month, or the maximum legal rate, on balances unpaid after 30 days.

RESOLUTION NO. 225-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING RENEWAL OF HEALTH INSURANCE COVERAGE WITH HUMANA MEDICAL PLAN, 3400 LAKESIDE DRIVE, MIRAMAR, FLORIDA TO PROVIDE MEDICAL INSURANCE FOR CITY EMPLOYEES FOR THE POLICY YEAR 2003-2004 AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE GENERAL, WATER & SEWER, MARINA, AND VARIOUS OTHER ACCOUNTS IN THE ESTIMATED AMOUNT OF $2,987,980.20 FOR HEALTH INSURANCE.

WHEREAS, the City of Riviera Beach is in need of renewing its health insurance, and

WHEREAS, staff recommends renewing its health insurance with Humana Medical Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. That the City Council is hereby authorized to bind coverage for the City of Riviera Beach for health insurance coverage with Humana Medical Plan to provide medical insurance for City employees for the policy year 2003-04.

SECTION 2. That the Finance Director is authorized to make payment for the health insurance from various City departmental accounts in the estimated amount of $2,987,980.20 for health insurance.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED AND APPROVED this 1st day of October, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

(MUNICIPAL SEAL)

DONALD R. WILSON

ATTEST

ELIZABETH "LIZ" WADE

10/01/03

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: A. Iles

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: _____

RTL:cw-09/29/03

RESOLUTION NO. 226-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH BEACH COUNTY, FLORIDA, AUTHORIZING THE PLACEMENT OF DENTAL INSURANCE COVERAGE WITH METROPOLITAN LIFE INSURANCE COMPANY, 4902 EISENHOWER WAY, SUITE 200, TAMPA, FLORIDA, TO PROVIDE DENTAL INSURANCE FOR CITY EMPLOYEES FOR THE POLICY YEAR 2003-2004 AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM GENERAL, WATER & SEWER, MARINA, AND VARIOUS OTHER ACCOUNTS IN THE ESTIMATED AMOUNT OF $223,862 FOR DENTAL INSURANCE.

WHEREAS, the City of Riviera Beach is in need of renewing its Dental insurance, and

WHEREAS, the City received proposals for the coverage of Dental Insurance in August 2003, and

WHEREAS, staff recommends renewing the City's Dental Insurance coverage with Metropolitan Life Insurance Company.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. That the City Council is hereby authorized to bind coverage for the City of Riviera Beach for Dental Insurance coverage with Metropolitan Life Insurance Company to provide dental insurance for City employees for the policy year 2003-04.

SECTION 2. That the Finance Director is authorized to make payment for the Dental Insurance from various City departmental accounts in the estimated amount of $223,862 for dental insurance.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption by the City Council.

RESOLUTION NO. 227-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE TERMINATION AND QUITCLAIM OF EASEMENT FOR PROPERTY OWNED BY BIRCHWOOD BP, LLC LOCATED BETWEEN LAKESHORE DRIVE AND BROADWAY SOUTH OF 34TH STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 17, 2003, the City approved the Site Plan for the Department of Homeland Security Offices on property located between Lakeshore Drive and Broadway, south of 34th Street; and

WHEREAS, the applicant discovered an unrecorded utility easement dedicated to the City on the subject property, and the City finds that the Utility Easement is not necessary for any public purpose; and

WHEREAS, City Staff has determined that by terminating the utility easement it will not negatively impact the general health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That the City of Riviera Beach agrees to the Termination and Quitclaim of Easement, which is attached hereto and made a part of this Resolution.

SECTION 2. That the Mayor and City Clerk are authorized to execute the Termination and Quitclaim of Easement on behalf of the City.

SECTION 3. That this Resolution shall take effect immediately upon its approval.

REMAINING DOCUMENT LEFT INTENTIONALLY BLANK

Resolution No. 227-03
Page -2-

PASSED and APPROVED this 15 day of October, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: E. Wade

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 10/8/03

KayMMck
7.08.03

Prepared by, Record and Return to:
Harvey E. Oyer, III, Esq.
Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Drive, Suite 500E
West Palm Beach, Fl 33401

TERMINATION AND QUITCLAIM OF EASEMENT

THIS TERMINATION AND QUITCLAIM OF EASEMENT ("Termination") is made this 15th day of October 2003, by THE CITY OF RIVIERA BEACH, a municipal corporation organized under the laws of the State of Florida, ("City"), whose mailing address is 600 West Heron Boulevard, Riviera Beach, Florida 33404.

WITNESSETH:

WHEREAS, pursuant to that certain Riviera Beach Land Atlas, prepared by George S. Brockway, Civil Engineer, referring to that certain parcel of real property located in the City of Riviera Beach, Palm Beach County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof ("Property"), which includes a 10 foot public utility easement, being located approximately 150 feet west of and parallel to the west right of way line of Avenue A to the Property ("Utility Easement"); and

WHEREAS, the Utility Easement is referenced within deeds in the chain of title to the Property but no easement document was ever recorded in the public records; and

WHEREAS, the City has confirmed that the Utility Easement is not being utilized; and

WHEREAS, Birchwood BP, LLC, a Florida limited liability company ("Birchwood") is the current owner of the Property; and

WHEREAS, Birchwood desires the City to terminate and release any interest City may have in the Utility Easement and City desires to terminate and release any interest City may have in the Utility Easement; and

WHEREAS, the City has agreed to relinquish, release, terminate and extinguish all of its right, title and interest in and to the Utility Easement on the Property, and release the Property from the burden thereof.

AGREEMENT:

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid to the City, the receipt and sufficiency of which are hereby acknowledged, the City agrees as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.

2. Upon execution of this Agreement, the City does hereby relinquish, release, terminate and extinguish all of its right, title and interest in and to the Utility Easement on the Property, and forever releases the Property from the burden thereof.

IN WITNESS WHEREOF, the appropriate duly authorized officer has set his hand and seal the day and year first above written.

THE CITY OF RIVIERA BEACH

Witness

Print Name

By: _____

Name: Michael D. Brown

Title: Mayor

Witness

Print Name

ATTEST:

10/15/03

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

{MUNICIPAL SEAL}

State of Florida
County of Palm Beach
The foregoing instrument was acknowledged before me this 16 day of October, 2003 by the Mayor + City Clerk ~~the~~ _____ of the City of Riviera Beach. ~~He/she is~~ personally known to me or has produced _____ as identification.

Claudene L Robinson
Notary Public
Commission Expiration: _____

(Seal)

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
CLAUDENE L ROBINSON
COMMISSION NUMBER
CC951921
MY COMMISSION EXPIRES
JUNE 29,2004

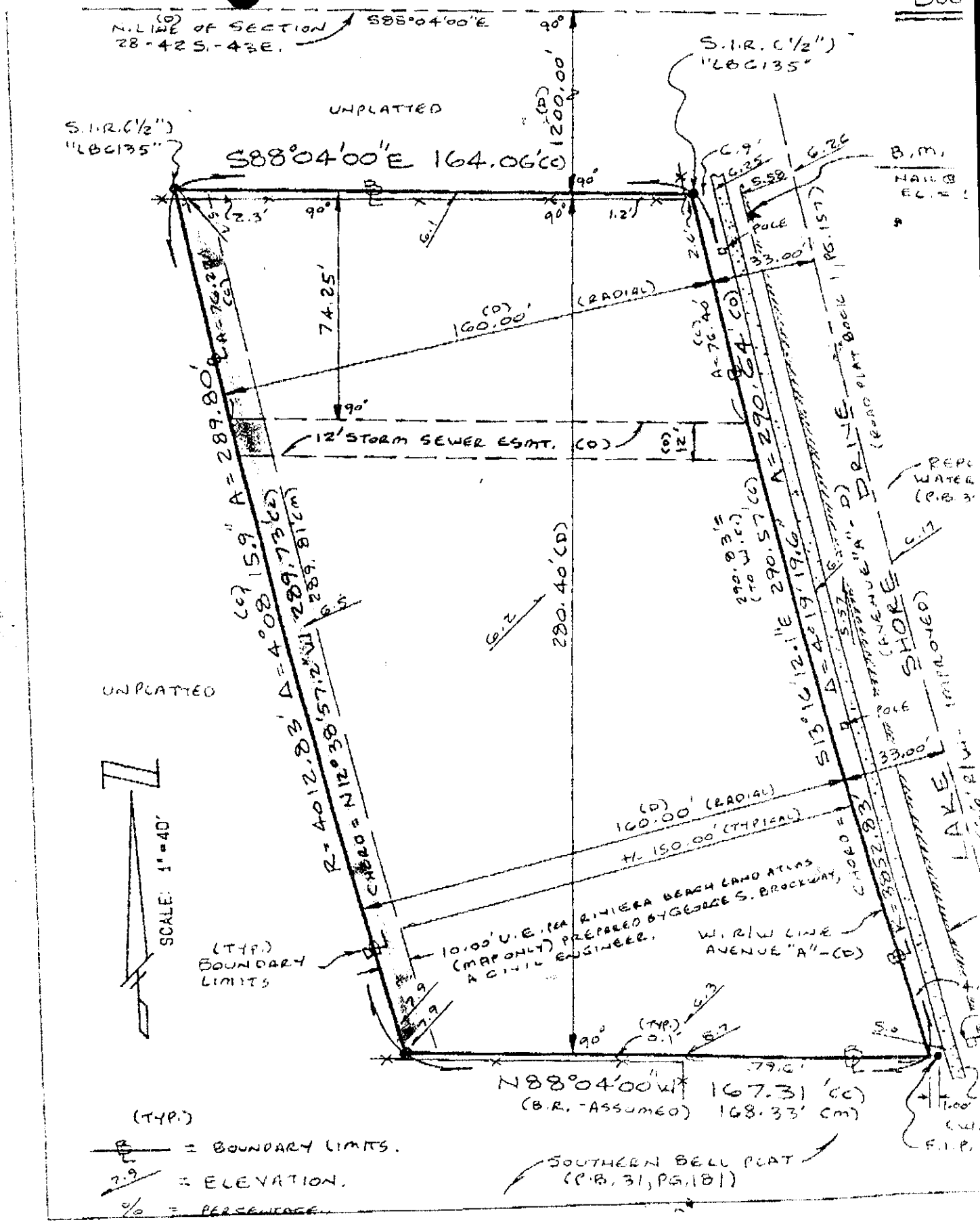
EXHIBIT "A"

Legal Description of the Real Property

A parcel of land in Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, bounded as follows:

On the North by a line parallel to and 1200 feet southerly from, measured at right angles, the North line of said Section 28; on the South by a line parallel to and 1480.4 feet Southerly from, measured at right angles, the North line of said Section 28; on the East by the West Right of Way line of Avenue A, a public street in the municipality of Riviera Beach, Florida; and on the West by a line which is 160 feet Westerly from the Westerly Right of Way line of said Avenue A measured along the radius of a curve concentric with said Westerly Right of Way line.

BOU


N. LINE OF SECTION 28-42 S.-43E.
S88°04'00"E
UNPLATTED
S.I.R. (1/2") "LBC135"
S88°04'00"E 164.06'(C)
200.00' (D)
74.25'
160.00' (D) (RADIAL)
12' STORM SEWER ESMT. (D)
290.40' (D)
R = 401.28' Δ = 40°08'15.9" A = 289.80'
CHORD = N12°38'57.2"W 289.67'
S13°12'21.1"E 290.57'
A = 290.04'
CHORD = S13°12'21.1"E 290.57'
POLE
B.M.
NAIL IN ELC.
LAKE SHORE DRIVE
UNPLATTED
SCALE: 1" = 40'
(TYP.) BOUNDARY LIMITS
10.00' U.E. (PER RIVIERA BEACH LAND ATLAS (MAP ONLY) PREPARED BY GEORGE S. BROCKWAY, A CIVIL ENGINEER.
W. R/W LINE AVENUE "A" - (D)
160.00' (D) (RADIAL)
+/- 150.00' (TYPICAL)
N88°04'00"W 167.31' (C)
(B.R. - ASSUMED) 168.33' (M)
SOUTHERN BELL PLAT (P.B. 31, PG. 181)
= BOUNDARY LIMITS.
= ELEVATION.
% = PERCENTAGE.

PASSED AND APPROVED this 1st day of October, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

(MUNICIPAL SEAL)

DONALD R. WILSON

ATTEST

ELIZABETH "LIZ" WADE

10/1/03

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: _____

RTL:cw-09/29/03

RESOLUTION NO. 228-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT IN THE AMOUNT OF $1,325.75 TO MACK AND SON FOR DEMOLITION WORK COMPLETED AT THE CONSOLIDATED UTILITIES, LOCATED IN THE VICINITY OF 45TH STREET AND HAVERHILL ROAD; AND AUTHORIZING PAYMENT FROM ACCOUNT NO. 401-1437-5330-4602; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, via Resolution No. 181-03, the construction company of Mack and Son was authorized to provide demolition work at the Consolidated Utilities located in the vicinity of 45th Street and Haverhill Road; and

WHEREAS, the "Project" has been completed and Mack and Son have submitted an invoice for final payment, a copy of which is attached.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the City Council hereby authorizes final payment to Mack and Son for demolition services rendered in the amount of $1,325.75.

SECTION 2: That the Mayor and Finance Director are authorized to make payment for same under Account Number 401-1437-5330-4602 in the amount of $1,325.75.

SECTION 3: This Resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 228-03
PAGE 2

PASSED AND APPROVED this 15 day of OCTOBER, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/7/03

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RESOLUTION NO. 229-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT 1326 W. 24TH STREET, MONROE HEIGHTS IN, LTS 27 & 28, BLK 18 FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF $12,258.37; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 1326 W. 24th Street, Monroe Heights In, lots 27 & 28, blk 18, was found to be in violation of the City's Code of Ordinances on July 29 1999, pursuant to Case No. CEB 99-131; and

WHEREAS, Code Enforcement Liens were filed against the property by the City of Riviera Beach on August 5, 2003 for non-compliance with the Code Enforcement Board's order; and

WHEREAS, property located at 1326 W. 24th Street, Monroe Heights In, lots 27 & 28, blk 18, was again found to be in violation of the City's Code of Ordinances on September 6, 2002, pursuant to case no. CEB 02-346; and

WHEREAS, code enforcement liens were filed against the property by the City of Riviera Beach on May 4, 2003 for non-compliance with the Code Enforcement Board's order; and

WHEREAS, Cases CEB 99-131 and No. CEB 02-346 are now in compliance; and

WHEREAS, the property located at 1326 W. 24th Street is owned by Deborah Finley; and

WHEREAS, Ms. Finley offers a settlement in the amount of $5,000.00; and

WHEREAS, staff has recommended that the City Council reject the offer presented by Ms. Finley and settle for no less than $12,258.37 which covers the administrative costs; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement liens; and

WHEREAS, the City Council finds it in the best interest of the City not to release the Code Enforcement liens on the subject property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and are hereby incorporated into this Resolution.

Section 2. The City Council hereby accepts the sum of $12,258.37 as consideration for the release of the Code Enforcement lien hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this Resolution shall become null and void.

Section 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED this 15 **day of** October, **2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO- TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned By: A. Iles
Seconded By: D. Wilson

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

RESOLUTION NO. 230-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LOT CLEARING/CLEANING LIENS ON PROPERTY LOCATED AT WEST 33rd STREET, DUNBAR TERRACE, BLK 2, LTS 5 & 6 FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF $4,842.71; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the vacant lots located at W. 33RD Street, Dunbar Terrace, blk 2, Lts 5 & 6, were found to be in violation of the City's Code of Ordinances for vacant lot maintenance on several occasions; and

WHEREAS, liens were filed against the property by the City of Riviera Beach due to city maintenance of the vacant lots during the same period; and

WHEREAS, the vacant lots are now owned by David Davis; and

WHEREAS, Mr. Davis has offered to settle the outstanding liens for $2,728.86; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement liens; and

WHEREAS, the City Council finds it in the best interest of the City not to release the Code Enforcement liens on the subject property, unless such liens are paid in full.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and are hereby incorporated into this resolution.

Section 2. The City Council hereby accepts the sum of $4,842.71 for vacant lot maintenance hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement liens on the subject property upon payment in

full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become null and void.

Section 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED and APPROVED this 15 **day of** October**, 2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO- TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned By: S. Blue
Seconded By: E. Wade

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY
Date: 10/8/03

RESOLUTION NO. 231-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT 1129 WEST 26TH STREET, MONROE HEIGHTS, LOT 14-15, BLK 7 FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF $6,900.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located 1129 W. 26th Street, Monroe Heights, lot 14-15, blk 7, was found to be in violation of the City's Code of Ordinances on November 23, 1998, pursuant to Case No. CEB 99 -005; and

WHEREAS, code enforcement liens were filed against the property by the City of Riviera Beach on March 9, 1999 for non-compliance with the Code Enforcement Board's order; and

WHEREAS, Case No. CEB 99-005 is in compliance; and

WHEREAS, the property owner would like the City to accept a settlement in the amount of $4,000.000; and

WHEREAS, staff recommends the City Council seek to recover the administrative cost; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement liens; and

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement lien on the subject property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and are hereby incorporated into this Resolution.

Section 2. The City Council hereby accepts the sum of $6,900.00 as consideration for the release of the Code Enforcement lien hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a

release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this Resolution shall become null and void.

Section 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED this 15 **day of** October**, 2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO- TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned By: D. Wilson
Seconded By: A. Iles

D. Schnyer	nay
S. Blue	nay
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY
Date: 10/8/03

RESOLUTION NO.: 232-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STAFF TO IMPLEMENT THE APPROPRIATE PLAN FOR ESTABLISHING VIDEO BROADCAST CAPABILITIES FOR PUBLIC MEETINGS; AND AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH THE PROPER REVENUE AND EXPENDITURE ACCOUNTS TO PAY FOR SAME FROM CONTINGENCY ACCOUNT NO. 001-0203-5190-5999; AND AUTHORIZING THE USE OF A $26,000 CONTRACTUAL SUBSIDY FROM ADELPHIA CABLE TO OFFSET THE COSTS OF EQUIPMENT PURCHASES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff was instructed to investigate and provide City Council with alternative solutions for establishing community broadcast of council meetings and other official gatherings; and

WHEREAS, the City staff has developed four (4) alternative plans for establishing an effective community broadcast operation; and

WHEREAS, City Council has considered the alternative plans and authorizes staff to proceed with the implementation of alternative plan # ____3____; and

WHEREAS, the establishment of community broadcast capabilities will provide the residents of Riviera Beach with an invaluable community resource to keep them informed of the important local events and governmental decisions impacting their lives and shaping their community; and

WHEREAS, Adelphia Cable is contractually obligated to provide video equipment required for the establishment of community broadcasting capabilities;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, AS FOLLOWS:

SECTION 1. That staff is authorized to proceed with the implementation of alternative plan # ____3____ to provide for the video recording and broadcasting of council meetings and other official gatherings.

SECTION 2. That the Finance Director is authorized to transfer funds from General Fund Contingency Acct # 001-0203-5190-5999 to the proper expenditure accounts and make payment from same.

SECTION 3. That the City Manager is authorized to request that Aldelphia Cable provide audio/visual equipment in accordance with the terms of the franchise agreement.

SECTION 4. That staff is authorized to purchase required audio/visual equipment using competitive mechanisms sanctioned by Ordinance 2412, the municipal procurement code.

SECTION 5. This Resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION No. 232-03
Page 2

PASSED AND APPROVED this 15th day of October 2003

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

ATTEST:

DONALD R. WILSON
COUNCILPERSON

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: S. Blue

D. SCHNYER	aye
S. BLUE	out
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 10/8/03

RESOLUTION NO. 233-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE BUDGET FOR THE 4TH ANNUAL STATE OF THE CITY DINNER; REQUESTING THE TRANSFER OF $10,000 (SEED MONEY) FROM GENERAL FUND CONTINGENCY TO THE STATE OF THE CITY FUND; AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE AMOUNT OF $20,000 FOR THE 4TH ANNUAL STATE OF THE CITY DINNER AND TO DISBURSE FUNDS FROM ACCOUNT NUMBERS 135-0111-572-0-3106, 135-0111-572-0-4403, and 135-0111-572-0-5201; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council approved the 4th Annual State of the City Dinner in the 2003-2004 Fiscal Year Budget; and

WHEREAS, The dinner has been scheduled for Saturday, November 15, 2003, at Sysco Foods Warehouse; and

WHEREAS, In honor of the late Maynard H. Jackson, this year's dinner has been designated the Maynard H. Jackson State of the City Dinner; and

WHEREAS, The dinner will be funded through private donations to be raised by the Mayor.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the Mayor is authorized to seek donations to cover the cost of the 4th Annual State of the City Dinner.

SECTION 2: That the Finance Director is authorized to transfer $10,000 seed money from General Fund Contingency, establish a budget in the amount of $20,000 and disburse funds for the dinner from account numbers 135-0111-572-0-3106, 135-0111-572-0-4403, and 135-0111-572-0-5201.

SECTION 3: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 15th day of October 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD, MMC
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCIL MEMBER

ELIZABETH "LIZ" WADE
COUNCIL MEMBER

ANN ILES
COUNCIL MEMBER

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER	aye
S. L. BLUE	out
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 10/8/03

RESOLUTION NO 234-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AMENDMENT TO THE CURRENT EMPLOYMENT CONTRACT FOR WILLIAM E. WILKINS, CITY MANAGER TO EFFECT AN ANNUAL SALARY INCREASE OF 5.5% EFFECTIVE NOVEMBER 1, 2003 THROUGH OCTOBER 31, 2004; AND TO INCLUDE THE BONUS THAT WILL BE DISCUSSED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, William E. Wilkins has an employment contract as City Manager for the City of Riviera Beach, Florida, pursuant to the Charter of Riviera Beach, and the laws of the State of Florida; and

WHEREAS, Section 1) of the employment contract," **Employment and Salary"** provides for an annual increase in salary for the City Manager effective the anniversary date of his contract.

NOW, THEREFORE, BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

Section 1. That the annual salary for William E. Wilkins be increased from **$118,806 to $ 125,340.33.**

Section 2. That the Mayor and Council Chair negotiate a bonus to include consideration for additional duties assigned by the City Council relating to the direction of the Community Redevelopment Agency. And such bonus shall be approved by the City Council.

Section 3. That this Resolution shall take effect November 1, 2003.

PASSED AND APPROVED this 15 day of October, 2003.

RESOLUTION NO. 234-03
PAGE TWO

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST

CARRIE E. WARD,
MASTER MUNCIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: Wade

SECONDED BY: Blue

D. SCHNYER	Aye
S. BLUE	Aye
D. WILSON	Aye
E. WADE	Aye
A. ILES	Aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 10/8/03

C:\MYDOCU~1\RESOLUTIONS\WEW0304
10/8/03 mem

EMPLOYMENT CONTRACT – CITY MANAGER

THIS AGREEMENT made this 6th day of November, 2002, by and between the City of RIVIERA BEACH, State of Florida, duly organized and validly existing municipal corporation, (hereinafter referred to as "City"), and WILLIAM E. WILKINS, (hereinafter referred to as "Second Party").

WITNESSETH:

IN CONSIDERATION of the mutual promises hereinafter set forth, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Second Party do mutually agree as follows:

1) Employment and Salary – The City shall employ Second Party as City Manager of the City of Riviera Beach, Florida pursuant to the Charter of the City of Riviera Beach for a period commencing on November 1, 2002 through October 31, 2005. This contract shall be renewed automatically for an additional three years unless either party notifies the other at least six (6) months prior to the end of the term that it does not wish to renew. Second Party shall remain in the exclusive employment of the City until termination of this agreement, and shall not become employed by any other employer until said termination. The term "employed", however, shall not be construed to include occasional teaching, writing, speaking or consulting performed on personal time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Riviera Beach. In the first year of this contract, beginning on November 1, 2002, the City shall pay Second Party an annual base salary of $118,806, payable in installments at the same time other management employees of the City are paid. For each year thereafter, the Second Party shall receive an increase on the anniversary of the contract. In addition, the City may agree to increase salary and/or benefits of the City in such amounts and to such extent as the City may determine. The City may make such increase on the basis of an annual salary review of Second Party.. However, in the first year of

the contract, effective November 1, 2002, the City shall award Second Party a bonus of $10,000. Thereafter a bonus may be made on a yearly basis as determined by the City. This contract shall continue on the same terms and conditions as to either party in accordance with Section 5 herein.

2) **Serve at Pleasure** – Second Party shall serve at the pleasure of the City Council of the City of Riviera Beach and, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services and employment of Second Party. Furthermore, nothing in this agreement shall prevent, limit or otherwise interfere with the right of Second Party to resign at any time from his position.

3) **Responsibilities** – Second Party shall be responsible only to the City Council and shall perform the duties of the City Manager set forth in the Riviera Beach City Charter, Florida Statutes, City Ordinances, and other applicable laws. Second Party shall have the authority and responsibility to direct and supervise the operation of the City and to appoint, employ and terminate the employment of such individuals as may be necessary for the proper and efficient operation of the City subject only to the requirements of the City Charter, Ordinances, State and Federal laws. In addition, neither the City Council, nor any of its members shall direct or request the appointment of any person to or removal from office by the City Manager or any of his subordinates, or in any manner take part in the appointment or removal of officers and employees in the service of the City of Riviera Beach. The City Council and its members shall communicate regarding Policy Issues with employees of the City solely through the City Manager, and neither the Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately, unless otherwise authorized by law.

4) **Benefits** – The City shall provide Second Party with all of the benefits accruing to City employees in administrative positions, except to the extent modified by this agreement.

5) **Termination** – This agreement may only be terminated by the City, in accordance with the procedure set forth in this section. The City may at any

time, terminate this agreement at its pleasure and without cause. If termination of employment occurs during the contract period, Second Party shall be entitled - to any time Second Party has left under the contract and all other accumulated employment benefits per City policy.

In the event the Second Party voluntarily resigns his position with the City before the expiration of the term of this agreement, Second Party shall provide the City with sixty (60) days written notice of said resignation. Upon receipt of such notice, the City at its option, may require Second Party to terminate his employment at an earlier date than set forth in the notice of resignation, provided that the City may not require Second Party to terminate his employment less than ten (10) days after receipt of said notice. In such event, the City's obligation shall be to pay Second Party for all time actually worked, as well as all remaining accrued employment benefits pursuant to City policy, plus accrued vacation and sick leave as provided in this agreement. All sums to be paid upon receipt of a final status report from Second Party which reasonably advises the City Council of the status of the City's departments and all major projects affecting the City.

6) **Retirement** – Second Party will participate as a member of the City Managed Retirement System.

7) **Deferred Compensation** – The City will pay Second Party annual deferred compensation in an amount equal to the maximum permitted by Law Said deferred compensation shall be paid to the Public Employees Benefit Services Corporation (PEBSCO) or other qualified 457 designated retirement fund designated by Second Party beginning November 1, 2002. Such payments shall be made on a bi-weekly basis or at such other pay periods as may be established by the City until the maximum annual contribution has been made. The City agrees to transfer ownership of said plan to succeeding employers upon Second Party resignation or discharge.

8) **Insurance** – The City will provide Second Party with individual and dependent medical and dental insurance coverage, paid in full, equivalent to such insurance generally provided to the City's Department Heads. Further, the City shall pay for a Long Term Disability policy which will pay Second Party sixty

percent (60%) of his compensation. The City will provide Second Party with Term Life Insurance, fully paid by the City, with a face value of $160,000.00. Second Party acknowledges that the Long Term Disability and the Term Life Insurance policies referenced above were identified and obtained solely by the Second Party and the City is not responsible for the quality, quantity or adequacy of said policies.

9) **Vacation** – Second Party shall be entitled to twenty (20) days paid vacation annually, accrued and available on the first day of this contract. Any unused vacation days shall accrue to Second Party in accordance with City policy. Upon termination of this agreement, Second Party shall be paid for each vacation day accrued at his then current salary. Payment for said vacation days shall be made to Second Party regardless of the manner of termination of this agreement upon completion of the final status report referenced in section five (5) above.

10) **Sick Days** – Second Party shall be entitled to twelve (12) sick days per year accrued and available on the first day of this contract. Any unused sick days shall accrue to Second Party in accordance with City policy.

11) **Transportation Allowance** – The City shall pay Second Party the sum of five hundred dollars ($500.00) per month for a transportation allowance. Second Party shall not seek, and is not entitled to reimbursement for vehicular travel within 150 miles of the City.

12) **Cellular Telephone** – The City shall provide Second Party with cellular telephone capacity in accordance with City policy.

13) **Dues and Subscriptions** – The City agrees to budget for and to pay for professional dues and subscriptions of Second Party necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City.

14) **Professional Development** – The City agrees to budget for and to pay for travel and subsistence expenses of Second Party for professional and

official travel, meetings, and occasions adequate to continue the professional development of Second Party and to adequately pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the Florida League of Cities, and such other national, regional, state, and local governmental groups and committees thereof which Second Party serves as a member.

15) Evaluation – The City Council may initiate an evaluation of the City Manager's performance at any time during the contract. The evaluation may set forth findings of fact and future goals requested of the City Manager. The procedure may be established by the City Council. The results of the evaluation shall be given to Second Party and he shall be provided adequate opportunity to discuss the evaluation with the City Council. Said evaluation is not mandatory.

16) Indemnification of Employee – The City agrees, pursuant to Section 111.07, Florida Statutes, and Section 2-3, City of Riviera Beach Code, to provide reasonable attorney's fees and other expenses of litigation to defend any civil action rising from a complaint for damages or injuries suffered as a result of any act or omission of Second Party while serving as the City Manager arising out and in the scope of this employment or function as well as costs, disbursements claims, payments, judgements, or settlements, or settlements resulting from any lawsuit or claim, unless the case of a tort action he has been determined in final judgement to have caused the harm intentionally, in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard to human rights, safety, or property. In addition, the City agrees to provide reasonable attorney's fees and costs to defend criminal investigation or prosecution of Second Party while serving as the City Manager arising out of or in the scope of his employment. A reasonable fee should not exceed the amount the City pays for its attorneys, but in any case should not exceed $300 per hour without prior approval of the City Council. Said indemnification provision to continue in effect after termination of employment.

17) **Residency** – During the period of this contract, Employee shall establish residency within the City, and shall remain a resident for the duration of this contract.

18) **General Provision** – The text of this document constitutes the entire agreement between the parties and may only be modified in writing by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the date set for above.

THE CITY OF RIVIERA BEACH

BY: _____
Michael D. Brown
Mayor

_____
William E. Wilkins
City Manager

(MUNICIPAL SEAL)

ATTEST:

_____
Carrie E. Ward
Master Municipal Clerk
City Clerk

Reviewed As To Legal Sufficiency

_____
Pamala Hanna Ryan
City Attorney

11/12/02
Date

mem
11/12/02

RESOLUTION NO. 235-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SPECIAL EXCEPTION APPLICATION FROM JUANITA BENTLEY TO CONVERT AN EXISTING SINGLE-FAMILY HOUSE LOCATED AT 1020 WEST 25TH STREET INTO A DAYCARE CENTER AND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Juanita H. Bentley, owner of property located at 1020 West 25th Street proposed to convert an existing single family home into a daycare center; and

WHEREAS, the property is located in a residential district and is zoned RM-15; and

WHEREAS, daycare centers requires Special Exception approval in an RM-15 zoning district; and

WHEREAS, the property must meet minimum property standards for the operation of a daycare; and

WHEREAS, Staff has reviewed the proposed application for a daycare center located at 1020 West 25th Street and recommends approval with conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The application for a Special Exception for a daycare facility located at 1020 West 25th Street is hereby approved with the following conditions:

1. **The applicant shall revise the site plan for the parking area consistent with the City Engineer's recommendations for parent drop-off and staff parking.**

2. **Landscaping is required to be in accordance with the provisions of the Land Development Code and shall be planted two feet on center six feet high at planting.**

3. **The applicant is required to obtain the proper State and County licensing prior to opening the daycare center including obtaining an occupational license from the City of Riviera Beach.**

4. **The applicant is required to initiate the daycare center within 18 months of receiving City Council Approval or be subject to another special exception review.**

5. **The hours of operation shall be from 6:30a.m. to 6:00 p.m. Monday- Friday.**

SECTION 2. That this Resolution shall be in full force and effect immediately upon its passage.

*********THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*********

RESOLUTION NO. 235-03
Page 3

PASSED AND APPROVED this 15 **day of** October, **2003**

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

D. SCHNYER:	aye
S. BLUE:	aye
D. WILSON:	aye
E. WADE:	aye
A. ILES:	aye

REVIEWED AS TO LEGAL SUFFICENCY

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 10/13/03

MMcK/jet/October 15, 2003, Bentley's Daycare Center

PUBLIC HEARING NOTICE
SPECIAL EXCEPTION
CITY OF RIVIERA BEACH, FLORIDA

The Planning and Zoning Board for the City of Riviera Beach, Palm Beach County, Florida will conduct a Public Hearing on Thursday, October 9, 2003 at 7:00 PM or soon thereafter, and from time to time thereafter as necessary, in the Council Chambers at the Municipal Complex, 600 W. Blue Heron Blvd., Riviera Beach Florida, to consider an application from Juanita Bentley for Special Exception approval to convert an existing single-family house located at 1020 West 25th Street into a daycare center.

Interested persons may appear and be heard with respect to the proposed application. Background material is available for review in the Community Development Department between the hours of 8:30 AM and 5:00 PM, except holidays.

PLEASE TAKE NOTICE AND BE ADVISED, if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this hearing, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the Legislative Aide office at 561-845-4095 no later than 72 hours prior to the proceedings. If hearing impaired, telephone the Florida Relay Services 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice) for assistance.

PLEASE GOVERN YOURSELF ACCORDINGLY

Carrie E. Ward, Master Municipal Clerk
City Clerk

Publish: October 3, 2003
Furnish Proof of Publication

26TH

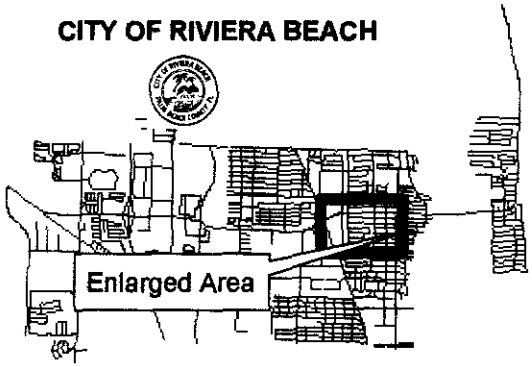
OLD DIXIE

SUBJECT PARCEL

25TH

0 37.5 75 150 225 300 Feet

CITY OF RIVIERA BEACH



LOCATION MAP
1020 West 25th Street

N

Legend
Parcel Boundary
Street Center Line
Municipal Boundary
25th_Street

Map Created on October 01, 2003
by the City of Riviera Beach Community Development Dept.

D:projects/engineering/25th street/location map_25th Street.mxd

RESOLUTION NO. 236-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MAINTENANCE SERVICE AGREEMENT FOR SERVICE OF TELEPHONE E911 EQUIPMENT AND RADIO SERVICE FOR THE FISCAL YEAR 2003/2004, WITH MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC. (MOTOROLA), AT A TOTAL COST OF $73,843.48; AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT; AND AUTHORIZING PAYMENT FROM ACCOUNT NUMBERS 001-0817-5210-4601 and 124-0818-5210-4601; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has contracted with Motorola to maintain the E911 Telephone equipment since 1994.

WHEREAS, the contract is renewed annually.

WHEREAS, Motorola has submitted a contract to continue to service and maintain the City's Radio equipment and E911 Telephone equipment for the total sum of 73,843.48.

WHEREAS, $19,344.48 of the contract amount will be reimbursed by Palm Beach County Emergency Management.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1. The City Council authorizes the Mayor and City Clerk to sign said agreement on behalf of the City.

SECTION 2. The Finance Director is authorized to make monthly payments in the amount of $5,449.90 from account # 001-0817-5210-4601 to Motorola for maintenance of the 800 MHz trucking Radio system for FY 2003–2004, and $1,934.45 from 124-0819-521-0-4601 for the E911 Telephone System maintenance.

SECTION 3. This Resolution shall take effect upon its passage and adoption by City Council.

Resolution No. 236-03
Page 2

PASSED AND APPROVED this 5 day of November, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

[MUNICIPAL SEAL]

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY:	S. Blue
SECONDED BY:	E. Wade
D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

Asst. CITY ATTORNEY

DATE: 10/24/03

H:/AGENDA/MOTOROLA SERVICE CONTRACT/D03-111-02*LAM

MOTOROLA

Ver. 4.6

SERVICE AGREEMENT

Attn: National Service Support
1307 East Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Agreement Order # : 0555013280604
Supersedes Agreement #(s) :

Date: 10/20/2003

Company Name: Riviera Beach, City of (Smartnet & E911 Systems)
Attn:
Billing Address: 600 West Blue Heron Blvd
City, State, Zip: Riviera Beach, FL 33404
Customer Contact: Major Danny Jones
Phone: 561-845-4131
Fax: 561-848-0779

Required P.O.: No
Customer # : 1035769895
Bill to Tag # : 0001
Contract Start Date: 12/01/2003
Contract End Date: 09/30/2004
Anniversary Date:
Payment Cycle: Monthly
Tax Exempt: Yes
PO # :

Qty	Model/Option	Description	Monthly Ext	Extended
		Total Services:	$ 7,384.35	$ 73,843.48
	SVC01SVC1102	**Dispatch Service**		
	SVC01SVC1104	**Technical Support Service**		
	SVC01SVC1101	**Infrastructure Repair With Advanced Replacement Service**		
	SVC01SVC1410	**OnSite Infrastructure Response Service**		
	SVC02SVC0001	**SP - Microwave Services**		
	SVC01SVC2007	**SP - OnSite Infrastructure Response**		

SUBTOTAL - RECURRING SERVICES	$ 7,384.35	$ 73,843.48
SUBTOTAL - ONE-TIME EVENT SERVICES		$ -
TOTAL	$ 7,384.35	$ 73,843.48
TAXES	$0.00	$0.00
GRAND TOTAL	$ 7,384.35	$ 73,843.48

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

See attached list for equipment covered under contract.

SUBCONTRACTOR(S)	CITY	STATE
Motorola - System Support Center	Schaumburg	IL
Motorola - Team One	Ft. Lauderdale	FL

☐ I received Statements of Work that describe the services provided on this Agreement.

☐ Motorola Service Terms & Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE | TITLE | DATE

Major Danny Jones
CUSTOMER (PRINT NAME)

Cindee S
MOTOROLA REPRESENTATIVE (SIGNATURE) | Customer Support Manager TITLE | DATE

Cindee Smith | 954-717-4686 | 954-676-9976
MOTOROLA REPRESENTATIVE (PRINT NAME) | PHONE | FAX

CONTRACT FOR MAINTENANCE SERVICES

This Contract is made as of the 1st day of December 2003, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and MOTOROLA, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 36-1115800.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1-SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide technical, repair and support services in the area of communications upon the equipment set forth and detailed in Exhibit "C".

The CITY'S representative/liaison during the performance of this Contract shall be Officer Kenneth Patterson, telephone number 561-845-3424.

ARTICLE 2-SCHEDULE

Services shall commence on October 1, 2003 and terminate on September 30, 2004 unless otherwise terminated pursuant to the terms and conditions set forth herein. This agreement may be renewed, for an additional one year term, on every anniversary of the start date if the CITY notifies the CONTRACTOR of its intention to continue the Contract not less than thirty (30) days prior to that anniversary date.

Maintenance services shall be provided in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3-PAYMENTS TO CONTRACTOR

A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B" attached hereto and incorporated by reference herein. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services nor shall said fees exceed the amounts as set forth in Exhibit "B". The CITY shall not reimburse the CONTRACTOR for any costs above the contract price that are incurred as a direct result of the CONTRACTOR providing service to the CITY in pursuance of the scope of work contained in Exhibit "A".

B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent

to the Finance Department for payment. CONTRACTOR will invoice the CITY in advance for each payment period. Invoices will normally be paid within thirty (30) days following the invoice date.

C. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR.

ARTICLE 4-TERMINATION

This Contract may be cancelled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the CITY, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5-PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the City's representative before said changes or substitution can become effective; such approval shall not unreasonable by withheld.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on City premises, will comply with all City requirements governing conduct, safety, and security.

ARTICLE 6-SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor, to inspect all facilities after providing written notice to the CONTRACTOR, and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Rejection of a proposed subcontractor may result in a change in pricing unless such rejection is due solely to poor performance. In any event, said rejection shall in no way obligate City to accept such change in pricing but City may, in its sole discretion, agree to same. Should the parties not agree to any subsequent change in pricing, the contract is subject to termination pursuant to Article 4.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 7-FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 8-AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City Council. In the event that funds are not

available or re-appropriated in the next fiscal year, the CITY agrees: (1) to promptly notify the CONTRACTOR that funds are not available; (2) to pay CONTRACTOR for all work and services provided to date for which funds are available: (3) that CONTRACTOR may stop work until funds are available; and in that event; (4) that CONTRACTOR will have a reasonable amount of time to re-mobilize.

ARTICLE 9-INSURANCE

A. Prior to execution of this Contract by the CITY the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $500,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

D. The CONTRACTOR shall maintain during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute Section 440.02.

E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an Additional Insured".

ARTICLE 10-INDEMNIFICATION

The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR its agents, servants, or employees not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

Notwithstanding any other provision, CONTRACTOR'S total liability for losses, whether for breach of contract, negligence for work performed or warranty, is limited to the price of the previous twelve months of Services provided under this Contract. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, LIQUIDATED DAMAGES, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. TMS SECTION SHALL IN NO WAY OPERATE OR BE INTERPRETED AS TO RELIEVE OR LIMIT CONTRACTOR'S LIABILITY FROM ITS NEGLIGENCE WHICH RESULTS IN PERSONAL INJURY AND/OR DEATH.

ARTICLE 11-SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 12-REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County. No remedy

herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13-CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any such interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR.

The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract. In the event the CITY determines that the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR, the CONTRACTOR shall not enter into said association, interest or circumstance and should CONTRACTOR do so, it shall be deemed a material breach of this Contract.

ARTICLE 14-EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 15-ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that is has no obligation or indebtedness that would impair its ability to fulfill the ten-ns of this Contract.

ARTICLE 16-DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

This Contract does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any CONTRACTOR patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Contract.

Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to the CITY under this Contract will remain CONTRACTOR'S property, will be deemed proprietary, and will be promptly returned at CONTRACTOR'S request. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to the CITY under this Contract will remain CONTRACTOR'S property, will be deemed proprietary, will be kept confidential, and will be promptly returned at CONTRACTOR'S request. Unless otherwise required by law, the CITY may not disclose, without CONTRACTOR'S written permission, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Contract. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Contract.

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 17-INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this contract.

ARTICLE 18-CONTINGENT FEES

The CONTRACTOR warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 19-ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its product and service costs.

ARTICLE 20-NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21- ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any

provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22- AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

ARTICLE 23- SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24-PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S.287.133(3)(a).

ARTICLE 25- MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the City of Riviera Beach.

ARTICLE 26- NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Riviera Beach Attention:
Officer Kenneth Patterson
600 W. Blue Heron Blvd. Riviera
Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to-

Motorola, Inc.
Attention: Cindee Smith
5580 N.W. 36th Avenue, Suite B
Ft. Lauderdale, FL 33309

ARTICLE 27- ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26- Modifications of Work.

ARTICLE 28- WARRANTY/GUARANTY

CONTRACTOR warrants that its Services under this Contract will be free of defects in materials and workmanship for a period of ninety (90) days following completion of those Services. In the event of a breach of this warranty, the CITY'S sole remedy is to require CONTRACTOR to re-perform the nonconforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. CONTRACTOR DISCLAIMS AS TO SERVICES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 29 - PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the CITY'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional work occasioned by any of the above causes before its completion and acceptance.

ARTICLE 30 - EXCLUDED SERVICES

Service does not include the repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids.

Unless specifically included in this Contract or any attachments hereto, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multicoupler. CONTRACTOR has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Unless specifically included in this Contract or any attachments hereto, Service does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, etc.

Unless specifically set forth in this Contract or any attachments hereto, Service does not include upgrading or reprogramming of Equipment; accessories, belt clips, battery chargers, custom or Special Products, modified units, or software.

Service does not include certification programs, software support, reprogramming of Software or modifications to Equipment related to assuring the correct processing, providing, or receiving of date data from, into, or between the year 1999 and the year 2000.

ARTICLE 31 - MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by CONTRACTOR for the purpose of this Contract will be and remain the sole property of CONTRACTOR. The CITY will safeguard all such property while it is in the CITY'S custody or control, be liable for any loss or damage to such property when such loss or damage is the result of the City's negligence and return it to CONTRACTOR upon request. Such property will be held by the CITY for CONTRACTOR'S use

without charge and may be removed from the CITY'S premises by CONTRACTOR after providing written notice to City.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

CONTRACTOR: Motorola, Inc.

By: _____
Lazaro Escalona
Service Operations Director

BY: _____
MICHAEL D. BROWN,
MAYOR

Date: 11/24/03

ATTEST:

(SEAL)

BY: _____ 11/24/03
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
KELLIE KILLEBREW
ASSISTANT CITY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
CLARENCE D. WILLIAMS
CHIEF OF POLICE

DATE: 12/3/03

MOTOROLA

EXHIBIT A
Statement of Work

Dispatch Service

1.0 Description of Services

The Call Center Operation (CCO) at Motorola's SSC provides Continuously a central point of contact for technical customer service requests. The CCO is staffed with customer support representatives who will coordinate the appropriate service response and resources. Service requests are tracked and monitored from creation to close through an electronic Case process.

The terms and conditions of this Statement of Work are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this Statement of Work and the provisions of the Service or other applicable Agreement, the provisions of the Agreement shall prevail.

2.0 Motorola has the following responsibilities:
- 2.1. Continuously receive technical service requests from Customer or Motorola via telephone.
- 2.2. Open a Case and gather information from Customer to perform the following:
  - 2.2.1. Characterize the issue
  - 2.2.2. Determine a plan of action
  - 2.2.3. Assign and track the Case to resolution.
- 2.3. Dispatch a Servicer as required by standard procedures and provide necessary Case information collected in section 3.2
- 2.4. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair verification preference as set forth in section 3.1. If verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.5. Ensure the required personnel have access to Customer information as needed.
- 2.6. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.7. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.8. Notify Customer of Case status via pager or email at the following Case levels as determined in section 3.1:
  - 2.8.1. Open and Close; or
  - 2.8.2. Open, Assigned, Arrival, Deferred, Closed.
- 2.9. Provide periodic activity reports to Customer.

3.0 Customer has the following responsibilities:
- 3.1. Provide Motorola with the following pre-defined information prior to service Start Date:
  - 3.1.1. Case notification preferences
  - 3.1.2. Repair verification preference
- 3.2. Call the SSC provide the following information to the customer support representative:
  - 3.2.1. Assigned System ID number
  - 3.2.2. Problem description and site location
  - 3.2.3. Other pertinent information for Motorola to open a Case.
- 3.3. Verify with the SSC that Restoration is complete or System is functional, if required by Customer's repair verification preference stated in section 3.1.
- 3.4. Complete and submit all required database and escalation procedure forms to be entered and stored at the System Support Center .
- 3.5. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Dispatch Service to Customer.

3.7. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support services to Customer.

3.8. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Table B and C in Appendix 1 at the back of this SOW.

APPENDIX 1

TABLE B – Remote Technical Support Response Times

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of notification
Severity 2*	Within 4 Hours from receipt of notification
Severity 3*	Within next Business Day

*Standard Business Days

TABLE C –Severity Definitions

Severity Level	Problem Types
Severity 1	Major system failure 33% of System down 33% of Site channels down Site Environment Alarms (smoke, access, temp, AC Power) Response is provided Continuously.
Severity 2	Significant System Impairment Response during Standard Business Day
Severity 3	Parts Questions Upgrades Intermittent problems System problems presently being monitored Operational and informational questions Configuration Change Support and Work Flow procedure questions Response during Standard Business Day.

MOTOROLA

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair provides repair service to Motorola and select third party Infrastructure as set forth in the applicable attached Exhibits, all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. Exhibit A is for SmartZone systems, Exhibit B is for SmartNet systems). Equipment is serviced down to the component level at the Motorola Infrastructure Depot Operations ("IDO"). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Equipment is no longer supported by the original equipment manufacturer, Motorola may replace Equipment with a comparable/compatible or like Equipment, when possible.

When available, Motorola will provide Customer with an Advanced field Replacement unit(s) "FRU(s)" in exchange for Customer's malfunctioning FRU (s). Non-standard configurations and Customer-modified units are excluded from this service. Malfunctioning FRU (s) will be evaluated and repaired by Motorola's (IDO) and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not an option, such as when the Customer requires the exact serial number in order for Equipment to be returned, FRU may be available on a loaner basis.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

2.1. Maintain and provide access to an inventory of FRU, subject to availability, that can be shipped from IDO to Customer or Servicer upon request as described in 3.1. IDO reserves the right to provide new or reconditioned units as FRU. The FRU will be of the same kit and version, and will contain similar boards and chips, as the Customer's malfunctioning FRU(s).

2.2. Program FRU which will be exchanged with Customer's malfunctioning unit to original operating parameters based on templates provided by Customer. If Customer template is not provided or is not reasonably usable, a standard default template will be used.

2.3. Properly package and ship FRU from IDO's FRU inventory to Customer specified address.

2.3.1. A FRU is sent next day air (paid by Motorola) via Federal Express Priority Overnight or UPS Red unless otherwise requested. Shipments outside of the above mentioned carrier programs, such as NFO (next flight out), are subject to additional charges to be paid by Customer.

2.3.2. Motorola will pay shipping and handling during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. Shipments outside standard business hours are subject to additional shipping and handling charges to be paid by Customer.

2.3.3. When sending the FRU to Customer, provide a return air bill in order for Customer to return the Customer malfunctioning FRU.

2.4. Receive Equipment from Customer and document its arrival, repair and return. Provide return authorization numbers when requested as mentioned in 3.1.

2.5. Perform the following service on Motorola Equipment:

2.5.1. Perform an operational check on the Equipment to determine the nature of the problem.

2.5.2. Replace malfunctioning Components with new or reconditioned assemblies.

2.5.3. Verify that Motorola Equipment is returned to Motorola manufactured specifications, as applicable.

2.5.4. Perform a Box Unit Test on all serviced Equipment.

2.5.5. Perform a System Test on select Equipment.

2.6. Provide the following service on select third party Infrastructure:

2.6.1. Perform pre-diagnostic and repair services to confirm Equipment malfunction and eliminate sending Equipment with no trouble found (NTF) to third party vendor for repair, when applicable.

2.6.2. Ship Equipment to the original equipment manufacturer or third party vendor for repair service.

2.6.3. Coordinate and track Equipment sent to the original equipment manufacturer or third party vendor for service.

2.6.4. Perform a post-test to confirm malfunction Equipment has been repaired and functions properly in a Motorola System configuration, when applicable.

2.7. Reprogram Equipment to original operating parameters based on templates provided by Customer per Section 3.3. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Equipment is due to a Software defect, IDO reserves the right to reload Equipment with a similar Software version. Enhancement Release (s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription Agreement.

2.8. Properly package and return ship (Motorola will pay return shipping charges) Equipment to the Customer specified address or if Customer FRU was exchanged with an IDO FRU, return Customer's FRU(s) to IDO's FRU inventory upon completion of repair.

3.0 Customer has the following responsibilities:

3.1. Contact the Motorola System Support Center (SSC) and request an advanced FRU exchange or a return authorization number (for all other repairs) prior to shipping malfunctioning Equipment or third party Infrastructure named in the applicable attached Exhibit. The initial call to the SSC may be from Servicer if, pursuant to a Statement of Work or other applicable Agreement, Servicer is acting on Customer's behalf.

3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Equipment.

3.1.2. Indicate if the Equipment or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Equipment being sent in for service.

3.1.3. Provide Customer purchase order number to secure payment for any cost as set forth in paragraph 2.3.1, 2.3.2., 2.7 or 3.2

3.2. Upon receipt of the FRU from IDO's FRU inventory, properly package Customer's malfunctioning Equipment and ship the malfunctioning Equipment to IDO within five (5) days for evaluation and repair as set forth in 2.4. Customer must send the return air bill, referenced in 2.3.3 above back to IDO in order to ensure proper tracking of the return. Customer will be subject to a replacement fee for FRU not properly returned. For Equipment and/or third party Infrastructure repairs that are not exchanged in advance, properly package Equipment and ship the malfunctioning FRU (freight prepaid by Customer) to Motorola. Clearly print the return authorization number on the outside of the packaging. Customer is responsible for properly packaging the Customer FRU or IDO FRU to ensure that the shipped Equipment arrives un-damaged and still in repairable condition.

3.3. Maintain templates of Software/applications and Firmware for reloading of Equipment as set forth in paragraph 2.2 and 2.7.

3.4. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement :

1. All Equipment over seven (7) years from product cancellation date.
2. Physically damaged Equipment.
3. Third party equipment not shipped by Motorola with the original System.
4. Consumable items including but not limited to batteries, connectors, cables, tone/ink cartridges.
5. Test Equipment.
6. Racks, furniture and cabinets.
7. Firmware and/or Software upgrades.

MOTOROLA

Covered SmartNet System Equipment	Coverage and Exclusions for Infrastructure Repair Notes/ Exceptions
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY. Network Management (Please refer to the SOW for details) is not available on all stations.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub.
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratac, Digitac, and Astrotac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (Centracom II, Centracom Gold Classic, Centracom Gold Elite) as part of complete communication system - ONLY. Includes headset jacks, dual footswitches, and gooseneck microphones. Excludes Centracom I.
Controller - trunking	Includes SmartNet II Prime and Remote Controllers. Excludes SSMT and SCMS controllers.
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Refer to the IDO Support matrix for Model exclusions
Digital Voice Modem(s)	Refer to the IDO Support matrix for Model exclusions
Embassy Switch	Includes AEB, AIMI, ZAMBI
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, Time and Material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all monitors connected to computers that directly interface with or control the communications System. Includes flat panel displays and touch screen monitors. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention.
Moscad	Only NFM (Network Fault Management), as part of Communication System only. Standalone MOSCAD must be quoted separately. Excludes System Control and Data Acquisition (SCADA) and Fire alarming systems.
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, Time and Material basis. All UPS systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.

Covered 911 System Equipment	Coverage and Exclusions for Infrastructure Repair Notes/Exceptions
ALI Controller	Includes Analog Station Card(s), Caller ID Board(s), Conference Board(s), DTMF Tone Receiver Board(s), Digital Station Card(s), E&M Card(s), Ground Loop Start Card(s), MF Receiver Board(s), 911 Line Card(s)
ANI Controller	Included
Client Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Dictaphones and Recording Equipment	Excludes all types and models.
Hub(s)	Included
Line Boosters/Amplifier/Short haul modems	Excludes all
Modem(s)	Includes TDD Modem. Includes UDS202T, Memotech Digital, US Robotics Sportster, US Robotics Carrier V. Everything, UDS 2440, Hayes Accura, Hayes Smartmodem, BOCA Research Tidalwave. Excludes short haul modems and Avatex 1200, Practical Peripheral, UDS Fasttalk II
Monitor(s)	Includes all monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention.
Network Switches	Included
Printer(s)	Includes printers that directly interface with the communications System.
Power Supplies	Includes PDU 120, PDU 288, RPU 48
Ring Generator(s)	Included
Routers	Included
SEB II /SiteSentry	Included
Server(s) - ALI, Data base	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Includes mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention. Excludes Intrados Loc ALI
Telephone(s)	Includes up to six (6) administrative phones, and all 911 and KEM phones.
Terminals	Includes Wyse 370 and Qume VT70.
TDD Detector(s)	Includes Keytronics, and UltraTec
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, Time and Material basis. All UPS systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.

OnSite Infrastructure Response

1.0 Description of Service

OnSite Infrastructure Response provides for on-site technician Response as determined by pre-defined severity levels set forth in Table C and Response times set forth in Table A-1 in order to Restore the System.

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Service or other applicable Agreement, the provisions of the Agreement shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1 If Motorola is providing Technical Support service (via an additional Statement of Work) in addition to this OnSite Infrastructure Response service, Motorola will first respond in accordance with Technical Support service Statement of Work and Table B herein, unless required to Respond otherwise in the Communications System Agreement or other applicable Agreement. If, in the performance of the Technical Support responsibilities, Motorola determines that an on-site technician is necessary, dispatch will occur promptly after such determination is made and on-site response will occur in accordance with Table A-2.
- 2.2 If Motorola is not providing Technical Support but only providing OnSite Infrastructure Response, Motorola will respond in accordance with this Statement of Work and Tables A-1 and C.
- 2.3 Perform diagnostics on the Component/Field Replaceable Unit (FRU) /assembly
- 2.4 Restore the System by replacing defective Component/FRU/assembly:
  - 2.4.1 FRU and assembly will be provided by Customer.
- 2.5 Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment necessary to perform the Maintenance service.

3.0 Customer has the following responsibilities:

- 3.1 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.2 Supply FRU or assembly as needed in order for Motorola to Restore the System as set forth in paragraph 2.4.1
- 3.3 Maintain and store any and all Software needed to Restore the System.
- 3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the OnSite Infrastructure Response services to Customer.

Table A-1 – OnSite Response Times

Severity Level	Response Time
Severity 1	Within 4 hours from receipt of notification
Severity 2*	Within 4 hours from receipt of notification*
Severity 3*	Within 24 hours from receipt of notification*

Table A-2 – OnSite Response Times with Remote Technical Support Response Times

Severity Level	Response Time
Severity 1	Within 1 hour from receipt of request for Technical Support. On-site within 4 hours from time of dispatch.
Severity 2*	Within 1 hour from receipt of request for Technical Support. On-site within 4 hours* from time of dispatch*
Severity 3*	Within next Business Day from receipt of request for Technical Support*. On-site within 24 hours from time of dispatch*

*Denotes that these response times are applicable only during Standard Business Day. Severity 1 Response Times are applicable Continuously.

Table B – Remote Technical Support Response Times

Severity	Response
Severity 1	Within 1 Hour from receipt of notification
Severity 2*	Within 4 Hours* from receipt of notification
Severity 3*	Within next Business Day*

* Denotes that these response times are applicable only during Standard Business Day. Severity 1 Response Times are applicable Continuously.

Table C –Severity Definitions

Severity Level	Problem Types
Severity 1	Major system failure 33% of System down 33% of Site channels down Site Environment Alarms (smoke, access, temp, A/C Power) Response is provided Continuously
Severity 2	Significant System Impairment Response is provided Standard Business Day
Severity 3	Parts Questions Upgrades Intermittent problems System problems presently being monitored Operational and informational questions Configuration Change Support and Work Flow procedure questions Response is provided Standard Business Day.

Statement of Work

Field Service Response – Microwave System

1.0 Description of Service

Field Service Response – Microwave System provides for on-site technician response as determined by pre-defined severity levels set forth in Table C and Response times set forth in Table A-1 in order to Restore the System.

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Service or other applicable Agreement, the provisions of the Agreement shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1 If Motorola is providing Technical Support service (via an additional Statement of Work) in addition to this Field Service Response for Microwave service, Motorola will first respond in accordance with Technical Support service Statement of Work and Table B herein, unless required to respond otherwise in the Communications System Agreement or other applicable Agreement. If, in the performance of the Technical Support responsibilities, Motorola determines that an on-site technician is necessary, dispatch will occur promptly after such determination is made and Field Service response for Microwave will occur in accordance with Table A-2.
- 2.2 If Motorola is not providing Technical Support but only providing Field Service Response for the Microwave, Motorola will respond in accordance with this Statement of Work and Tables A-1 and C.
- 2.3 Perform diagnostics on the Component/Field Replaceable Unit (FRU) /assembly
- 2.4 Restore the System by replacing defective Component/FRU/assembly:
  - 2.4.1 FRU and assembly will be provided by Customer.
- 2.5 Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment necessary to perform the Maintenance service.

3.0 Customer has the following responsibilities:

- 3.1 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.2 Supply FRU or assembly as needed in order for Motorola to Restore the System as set forth in paragraph 2.4.1
- 3.3 Maintain and store any and all Software needed to restore the System.
- 3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Field Service Response services to Customer.

Table A-1 – Field Service Response Times

Severity Level	Response Time
Severity 1	Within 2 hours from receipt of notification
Severity 2*	Within 4 hours from receipt of notification*
Severity 3*	Within 24 hours from receipt of notification*

Table A-2 – Field Service Response for Microwave Times with Remote Technical Support Response Times

Severity Level	Response Time
Severity 1	Within 1 hour from receipt of request for Technical Support. On-site within 2 hours from time of dispatch.
Severity 2*	Within 1 hour from receipt of request for Technical Support. On-site within 4 hours* from time of dispatch*
Severity 3*	Within next Business Day from receipt of request for Technical Support*. On-site within 24 hours from time of dispatch*

*Denotes that these response times are applicable only during Standard Business Day. Severity 1 Response Times are applicable Continuously.

Table B – Remote Technical Support Response Times

Severity	Response
Severity 1	Within 1 Hour from receipt of notification
Severity 2*	Within 4 Hours from receipt of notification
Severity 3*	Within next Business Day

* Denotes that these response times are applicable only during Standard Business Day. Severity 1 Response Times are applicable Continuously.

Table C –Severity Definitions

Severity Level	Problem Types
Severity 1	Major system failure 33% of System down 33% of Site channels down Site Environment Alarms (smoke, access, temp, A/C Power) Response is provided Continuously
Severity 2	Significant System Impairment Response is provided Standard Business Day
Severity 3	Parts Questions Upgrades Intermittent problems System problems presently being monitored Operational and informational questions Configuration Change Support and Work Flow procedure questions Response is provided Standard Business Day.

Statement of Work

SP- OnSite Infrastructure Response (Topaz and Premisys Equipment)

1.0 Description of Service

OnSite Infrastructure Response provides for on-site technician response as determined by pre-defined severity levels set forth in Table C and Response times set forth in Table A-1 in order to Restore the System.

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Service or other applicable Agreement, the provisions of the Agreement shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1 If Motorola is providing Technical Support service (via an additional Statement of Work) in addition to this OnSite Infrastructure Response for Topaz and Premisys Equipment, Motorola will first respond in accordance with Technical Support service Statement of Work and Table B herein, unless required to respond otherwise in the Communications System Agreement or other applicable Agreement. If, in the performance of the Technical Support responsibilities, Motorola determines that an on-site technician is necessary, dispatch will occur promptly after such determination is made and OnSite Infrastructure Response for the Topaz and Premisys Equipment will occur in accordance with Table A-2.
- 2.2 If Motorola is not providing Technical Support but only providing OnSite Infrastructure Response for the Microwave, Motorola will respond in accordance with this Statement of Work and Tables A-1 and C.
- 2.3 Perform diagnostics on the Component/Field Replaceable Unit (FRU) /assembly
- 2.4 Restore the System by replacing defective Component/FRU/assembly:
  - 2.4.1 FRU and assembly will be provided by Customer.
- 2.5 Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment necessary to perform the Maintenance service.

3.0 Customer has the following responsibilities:

- 3.1 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.2 Supply FRU or assembly as needed in order for Motorola to Restore the System as set forth in paragraph 2.4.1
- 3.3 Maintain and store any and all Software needed to restore the System.
- 3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Field Service Response services to Customer.

Table A-1 – OnSite Infrastructure Response Times

Severity Level	Response Time
Severity 1	Within 2 hours from receipt of notification
Severity 2*	Within 4 hours from receipt of notification*
Severity 3*	Within 24 hours from receipt of notification*

Table A-2 – OnSite Infrastructure Response Times with Remote Technical Support Response Times

Severity Level	Response Time
Severity 1	Within 1 hour from receipt of request for Technical Support. On-site within 2 hours from time of dispatch.
Severity 2*	Within 1 hour from receipt of request for Technical Support. On-site within 4 hours* from time of dispatch*
Severity 3*	Within next Business Day from receipt of request for Technical Support*. On-site within 24 hours from time of dispatch*

*Denotes that these response times are applicable only during Standard Business Day. Severity 1 Response Times are applicable Continuously.

Table B – Remote Technical Support Response Times

Severity	Response
Severity 1	Within 1 Hour from receipt of notification
Severity 2*	Within 4 Hours from receipt of notification
Severity 3*	Within next Business Day

* Denotes that these response times are applicable only during Standard Business Day. Severity 1 Response Times are applicable Continuously.

Table C –Severity Definitions

Severity Level	Problem Types
Severity 1	Major system failure 33% of System down 33% of Site channels down Site Environment Alarms (smoke, access, temp, A/C Power) Response is provided Continuously
Severity 2	Significant System Impairment Response is provided Standard Business Day
Severity 3	Parts Questions Upgrades Intermittent problems System problems presently being monitored Operational and informational questions Configuration Change Support and Work Flow procedure questions Response is provided Standard Business Day.

EXHIBIT B

Riviera Beach, City of

Smartnet Radio System

Description of Services

Dispatch Services	$ 43.61	$ 436.10
Technical Support Services	$ 65.70	$ 657.00
Infrastructure Repair	$ 257.51	$ 2,575.10
Onsite Infrastructure Response	$ 490.88	$ 4,908.80
Microwave Services	$ 456.36	$ 4,563.60
Onsite Infrastructure Response for Topaz and Premisys Equipment	$ 4,135.84	$ 41,358.40
Total	**$ 5,449.90**	**$ 54,499.00**

E911-System

Description of Services

Dispatch Services	$ 76.94	$ 769.40
Technical Support Services	$ 101.45	$ 1,014.50
Infrastructure Repair	$ 711.76	$ 7,117.60
Onsite Infrastructure Response	$ 1,044.30	$ 10,443.00
Total	**$ 1,934.45**	**$ 19,344.50**
Grand Total	**$ 7,384.35**	**$ 73,843.50**

EXHIBIT C

Customer: Riviera Beach, City of Effective: 10/1/2003

Qty	Smartnet System Equipment Description
1	14-Channel Controller
3	Centracom II Consoles
3	Quantar Receivers
1	Topaz and Premisys Equipment
1	Microwave System
2	Spectra Control Stations
4	Desksets

Qty	E911 System Equipment Description
1	Server
5	Call Taker Positions
13	E911 Phone Sets
7	KEM (Key Expansion Module)
1	Card Cage
5	IBM Printers

RESOLUTION NO. 237-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AMENDING THE JOB CLASSIFICATION LIST IN THE PUBLIC WORKS DEPARTMENT TO INCLUDE THE STORMWATER DIVISION AND BY CREATING AND ADDING THE CLASSIFIED POSITIONS OF STORMWATER SUPERVISOR, STORMWATER COORDINATOR AND SPRAY TECHNICIAN, UNDER VARIOUS PAY GRADES, AND BY DELETING THE CLASSIFIED POSITIONS OF PUBLIC WORKS SUPERVISOR AND PUBLIC WORKS COORDINATOR WITHIN THE STORMWATER DIVISION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council created and approved the Stormwater Division within the Department of Public Works; and

WHEREAS, the classified positions of Stormwater Supervisor, Stormwater Coordinator and Spray Technician shall be created and placed on the Job Classification List; and

WHEREAS, the positions of Public Works Supervisor and Public Works Coordinator are two (2) of the positions listed under the Stormwater Division; and

WHEREAS, the current positions of Public Works Supervisor and Public Works Coordinator within the Stormwater Division shall be re-titled Stormwater Supervisor and Stormwater Coordinator, respectively.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the following classified positions be created for the Stormwater Division by amending the Job Classification List to create and add the titles of Stormwater Supervisor, Stormwater Coordinator and Spray Technician under various pay grades.

Supervisory & Confidential Salary Schedule

Title	Pay Grade	Salary Range
Stormwater Supervisor	13	$32,275 - $ 50,026
Stormwater Coordinator	11	$29,461 - $ 45,665

General Employees Salary Schedule

Title	Pay Grade	Salary Range
Spray Technician	8	$25,997 - $40,296

SECTION 2. That the positions within the Stormwater Division be re-titled as follows:

FROM

TITLE	PAY GRADE	SALARY RANGE
Public Works Supervisor	13	$32.275 - $50,026
Public Works Coordinator	11	$29,461 - $45,665

TO

TITLE	PAY GRADE	SALARY RANGE
Stormwater Supervisor	13	$32,275 - $50,026
Stormwater Coordinator	11	$29,461 - $45,665

continued.....

SECTION 3. This Resolution shall take effect upon passage and approval by the City Council.

PASSED AND APPROVED this 5 day of November, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

REVIEWED FOR LEGAL SUFFICIENCY
Kathie Killen for
PAMALA HANNA RYAN, CITY ATTORNEY
DATE 10/27/03

RESOLUTION NO. 237-03
PAGE 4

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

RESOLUTION NO. 238-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PALM BEACH COUNTY FOR RECEIVING FUNDS FOR INSTALLATION OF UNDERGROUND CONDUIT AND PULL BOXES FOR DECORATIVE STREET LIGHTS ON WEST 26th STREET IN THE AMOUNT OF $18,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to install decorative street lights on West 26th Street between Old Dixie Highway and Avenue M; and

WHEREAS, Palm Beach County desires to provide funding for installation of the underground conduits up to the amount of $18,000; and

WHEREAS, The City and Palm Beach County desire to enter into an agreement to install the underground conduit and pull boxes on West 26thStreet.

WHEREAS, The City currently has a contract with B&B Underground Contractors, Inc. for installation of pipes, paving and sidewalks on West 26th Street.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Mayor and City Clerk are authorized to execute an Agreement between the City and Palm Beach County substantially the same as the Draft Agreement attached hereto.

SECTION 2. The Finance Director is authorized to set the budget as follows:

REVENUE:		
108-00-337408	County Grant	$18,000
EXPENDITURE:		
108-0717-519-0-6355	Construction	$18,000

Further, the Finance Director is authorized to make payment from the above referenced account.

SECTION 3. The City Manager is authorized to execute a change order to B&B Underground Contractors, Inc. in an amount not to exceed $18,000.00

SECTION 4. This Resolution shall become effective upon its passage and approval by the City Council.

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: E. Wade

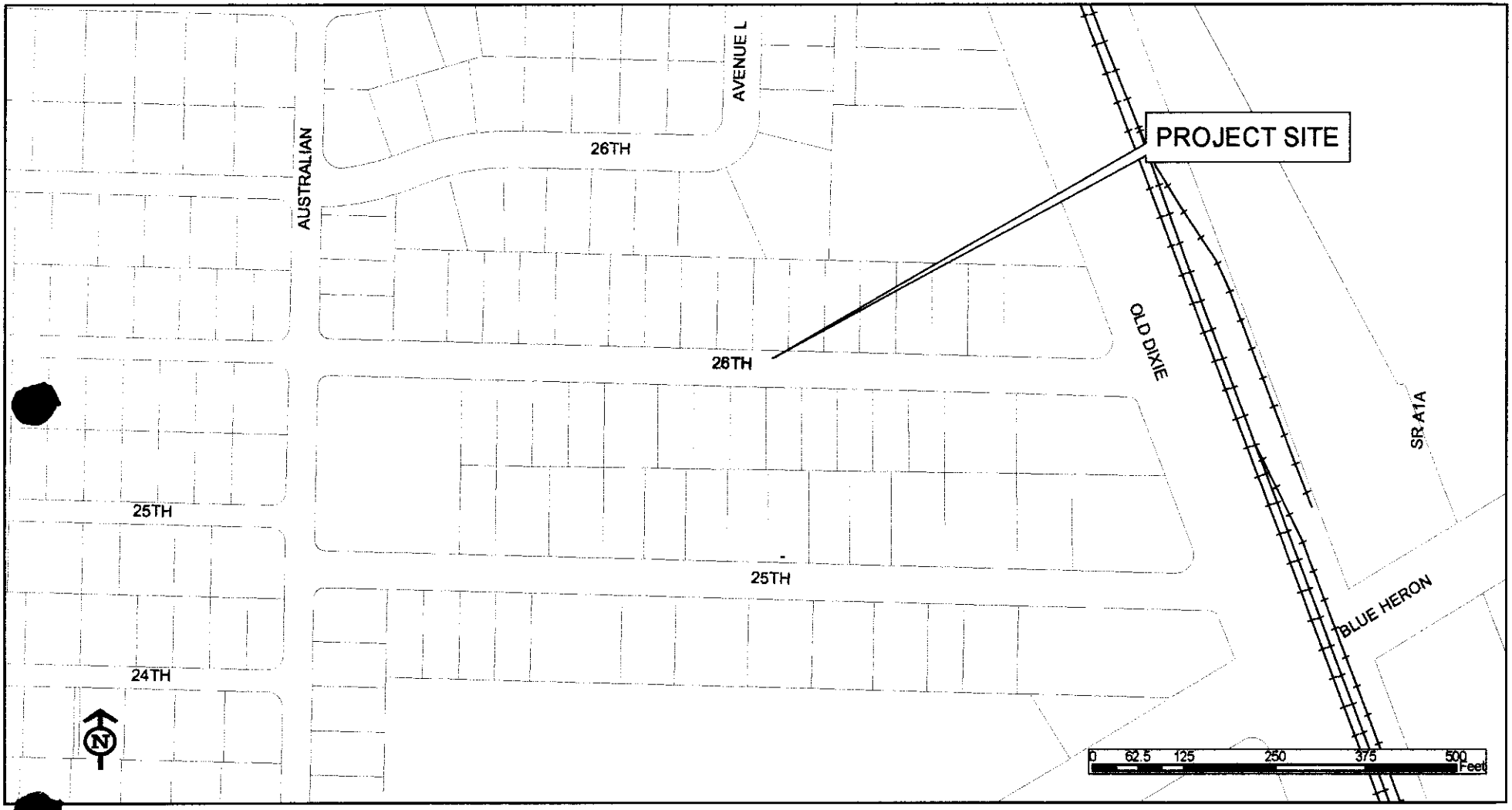
D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

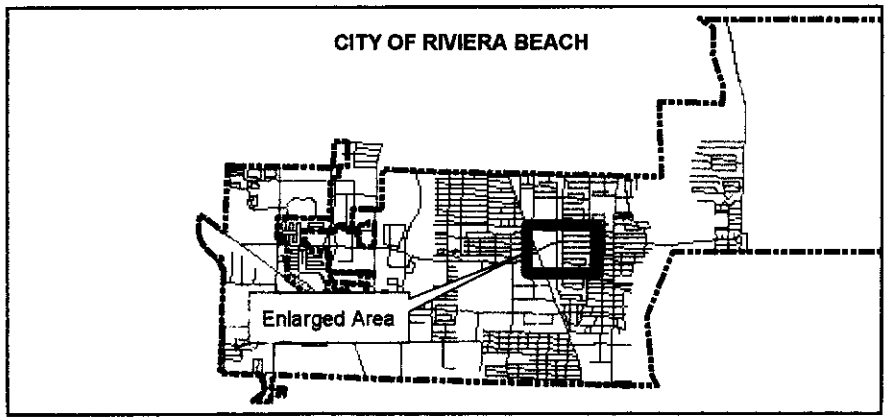
Reviewed as to Legal Sufficiency

FOR
PAMALA HANNA RYAN, CITY ATTORNEY

Date: 10/24/03

Resolution
7.08.03





LOCATION MAP
West 26th Street

Legend
- Parcel Boundary
- Street Center Line
- Municipal Boundary
- Morse Blvd. Drainage
- W 26th Street

Map Created on October, 2003
by the City of Riviera Beach Engineering Dept.
Ricardo Wiswell

D:projects/engineering/Morse Blvd/location map Morse Blvd.mxd

RESOLUTION NO. 239-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PALM BEACH COUNTY FOR RECEIVING FUNDS FOR INSTALLATION OF DECORATIVE STREET LIGHTS ON WEST 22ND STREET BETWEEN AVENUE F AND AVENUE H AND WEST 22ND COURT BETWEEN AVENUE G AND AVENUE F IN THE AMOUNT OF $160,000.00; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET; MAKE PAYMENT FROM SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to install street lights on West 22nd Street and West 22nd Court; and

WHEREAS, the Palm Beach County desires to provide funding for this work in the amount of $160,000; and

WHEREAS, The City and Palm Beach County desire to enter into an agreement to implement the installation of street lights on West 22nd Street and West 22nd Court.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The agreement between the City of Riviera Beach and Palm Beach County for receiving funds in the amount of $160,000.00 is approved.

SECTION 2. The Mayor and City Clerk are authorized to execute an agreement substantially similar to the Draft Agreement attached hereto.

SECTION 3. The Finance Director is authorized to set the budget as follows:

REVENUE:

147-00-337409	County Grant	$160,000

EXPENDITURE:

147-0716-5191-3103	Professional Services, Engineering	$10,000
147-0716-5191-6355	Construction in Progress	$150,000

SECTION 4. The Finance Director is authorized to make payments from the above referenced accounts.

SECTION 5. This Resolution shall become effective upon its passage and approval by the City Council.

(the remainder of this page is left blank intentionally)

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

11/05/03

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: E. Wade

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

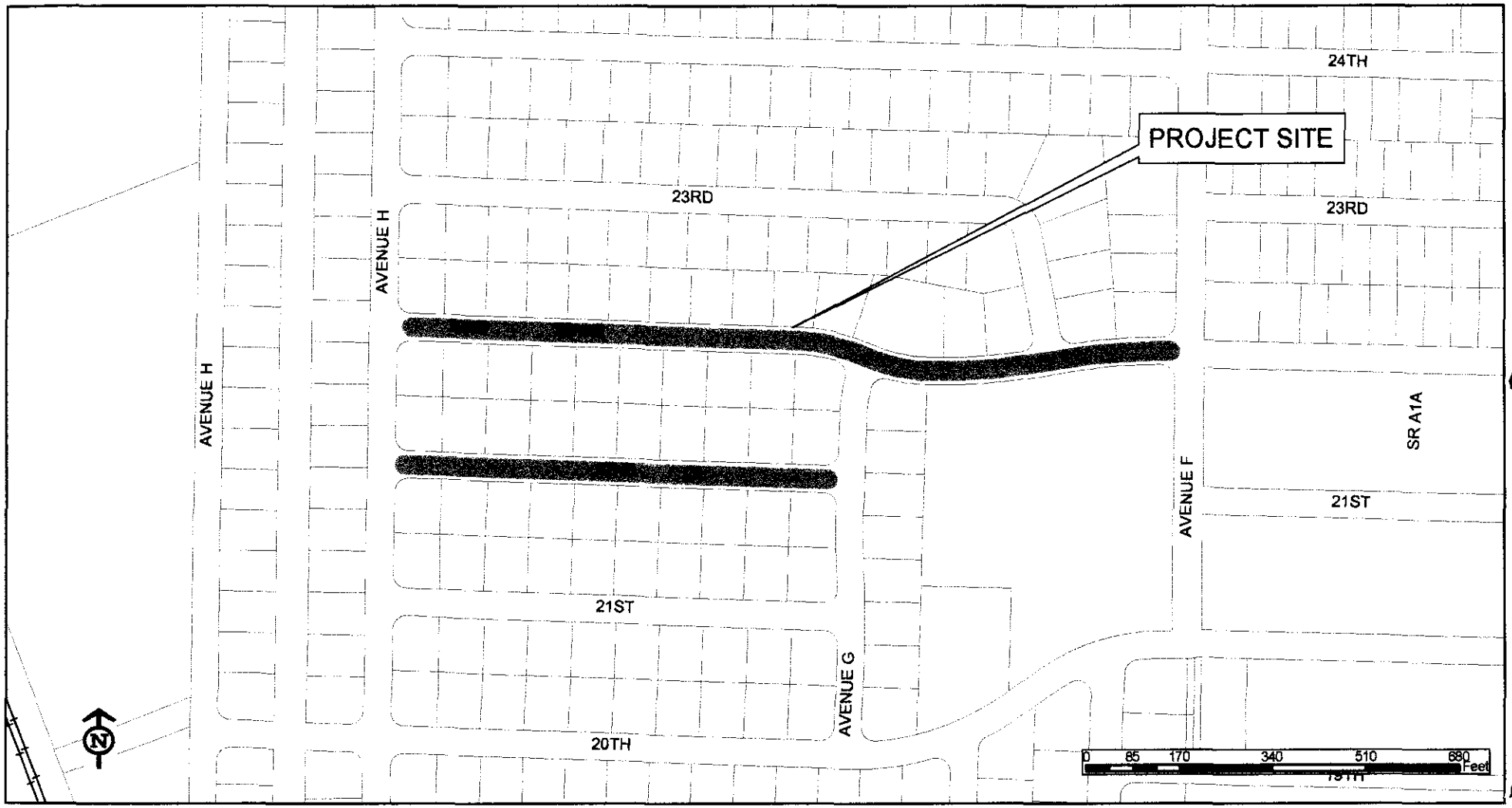
Reviewed as to Legal Sufficiency

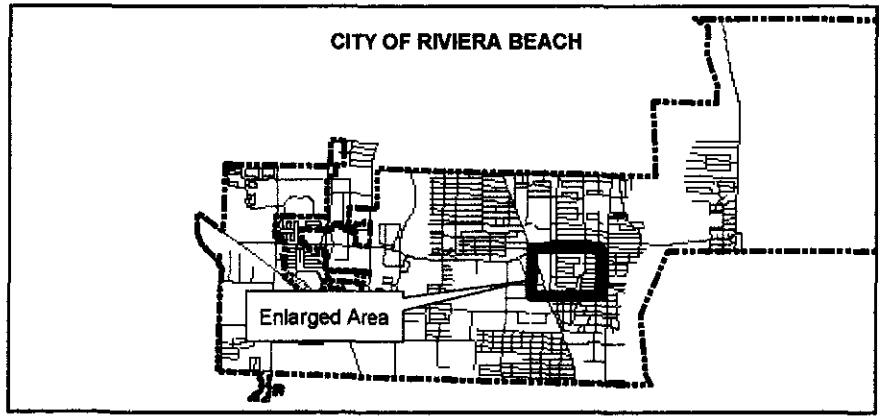
FOR

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 10/24/03

Resolution
7.08.03





LOCATION MAP
West 22nd and West 22nd Ct.

Legend
- Parcel Boundary
- Street Center Line
- Municipal Boundary
- W 22nd and 22nd Ct

Map Created on October, 2003
by the City of Riviera Beach Engineering Dept.
Ricardo Wiswell

D:projects/engineering/Morse Blvd/location map Morse Blvd.mxd

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR PHASE I IMPROVEMENTS TO WEST 22ND STREET AND 22ND COURT

THIS INTERLOCAL AGREEMENT is made and entered into this _____day of APR 13 2004, 2004, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**", and the **CITY OF RIVIERA BEACH**, a municipal corporation of the State of Florida, hereinafter, "**CITY**".

WITNESSETH:

WHEREAS, the **CITY** is undertaking Phase I improvements to West 22ND Street and 22nd Court within **CITY** limits hereinafter referred to as "**IMPROVEMENTS**"; and

WHEREAS, the **IMPROVEMENTS** consist of installing street lighting on West 22nd Street and 22nd Court, within **CITY** limits; and

WHEREAS, the **COUNTY** believes that these efforts by the **CITY** serve a public purpose in the enhancement of the streets by installing street lighting in the area and wishes to support the **CITY's** efforts to install the **IMPROVEMENTS** by providing reimbursement funding for the documented cost of the **IMPROVEMENTS** in an amount not to exceed **ONE HUNDRED AND SIXTY THOUSAND DOLLARS ($160,000.00)**; and

WHEREAS, after installation, the **CITY** will be responsible for the perpetual maintenance of the **IMPROVEMENTS**; and

WHEREAS, the **COUNTY** and **CITY** are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other governmental entities on a basis of mutual advantage.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct and are incorporated herein.

2. The **COUNTY** agrees to provide to the **CITY** reimbursement funding for documented costs of the **IMPROVEMENTS** in an amount not to exceed **ONE HUNDRED AND SIXTY THOUSAND DOLLARS ($160,000.00)**.

3. The **COUNTY** agrees to reimburse the **CITY** the amount established in paragraph 2 for costs (material and labor) associated with installation of the **IMPROVEMENTS**, upon the **CITY's** submission of acceptable documentation needed to substantiate its costs for the **IMPROVEMENTS**. The **COUNTY** will use its best efforts to provide said funds to the **CITY** on a reimbursement basis within forty-five days (45) days of receipt of all information required in Paragraph 6, below.

4. The **COUNTY's** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

5. The **CITY** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the **IMPROVEMENTS**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.

6. The **CITY** will obtain or provide all labor and materials necessary for the installation of the **IMPROVEMENTS**. The **CITY** shall furnish to the **COUNTY's** representative a request for payment supported by the following:

A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (Pages 1 and 2), which are required for each and every reimbursement to the **CITY**. Said information shall list each invoice payable by the **COUNTY** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **CITY** shall attach a copy of each vendor invoice paid by the **CITY** along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the Financial Director for the **CITY** shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CITY** as indicated.

7. As it relates to this Agreement, the **COUNTY** may initiate a financial systems analysis and/or an internal fiscal control evaluation of the **CITY** by an independent auditing firm employed by the **COUNTY** or by the County Internal Audit Department at any time the **COUNTY** deems necessary.

8. The **CITY** agrees to be responsible for the perpetual maintenance of the **IMPROVEMENTS** following the installation and shall be solely responsible for obtaining and complying with all necessary permits, approvals, and authorizations from any federal, state, regional or **COUNTY** agency which are required for the subsequent maintenance of the **IMPROVEMENTS.**

9. All installation of these **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than December 31, 2005, and the **COUNTY** shall have no obligation to the **CITY** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

10. Each party shall be liable for its own actions, and negligence and, to the extent permitted by law, the **CITY** shall indemnify and hold harmless the **COUNTY** against any actions, claims, or damages arising out of the **CITY's** negligence in connection with this AGREEMENT or the performance by the **CITY** as it may relate to this AGREEMENT. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions.

11. The **CITY** shall, at all times during the term of this Agreement (the installation of the **IMPROVEMENTS**), maintain its status as a self-insured corporation.

12. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **CITY** certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

13. The **CITY** shall require each contractor engaged by the **CITY** for work associated with this Agreement to maintain:

a. Workers' Compensation coverage in accordance with Florida Statutes, and;

b. Commercial General Liability coverage, including vehicle coverage, in

combined single limits of not less than ONE MILLION DOLLARS ($1,000,000.00). The **COUNTY** shall be included in the coverage as an additional insured.

c. A payment and performance bond for the total amount of the **IMPROVEMENTS** in accordance with Florida Statute 255.05

14. In the event of termination, the **CITY** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by virtue of any breach of the Agreement by the **CITY**; and the **COUNTY** may withhold any payment to the **CITY** for the purpose of off-set until such time as the exact amount of damages due the **COUNTY** is determined.

15. The **CITY**'s termination of this Agreement shall result in all obligations of the **COUNTY** for funding contemplated herein to be cancelled.

16. The **COUNTY** and **CITY** agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age, or handicap be discriminated against in performance of the Agreement.

17. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

18. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department
Tanya N. McConnell, P.E.
Deputy County Engineer
P.O. Box 21229
West Palm Beach, Florida 33416

AS TO THE CITY

City of Riviera Beach
Mr. L. John Samadi, P.E.
City Engineer
600 West Blue Heron Blvd.
Riveria Beach, Florida 33404

19. This Agreement shall be construed and governed by the laws of the State

of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

20. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

21. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

22. Each party agrees to abide by all laws, orders, rules and regulations and the **CITY** will comply with all applicable governmental codes in placement of the **IMPROVEMENTS**.

23. Neither party shall be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver, by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.

24. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

25. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice and opportunity to cure before exercising any of their rights.

26. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed

more severely against one of the parties than the other.

27. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

28. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

29. This Agreement shall take affect upon execution and the effective date shall be the date of execution.

30. The **COUNTY** may, at the **COUNTY's** discretion and for the duration of construction install signs within public property or easement, notifying the public that construction of the project was funded with **COUNTY** dollars.

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

R2004 0626

CITY OF RIVIERA BEACH

By: _____
Michael D. Brown, Mayor

ATTEST:

By: _____
Karrie Ward, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Asst. City Attorney

Date: 2/10/04

APPROVED AS TO TERMS AND CONDITIONS

By: _____

Date: Feb. 10, 2004

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

APR 13 2004

ATTEST:

DOROTHY H. WILKEN, CLERK

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

Date: April 9, 2004

APPROVED AS TO TERMS AND CONDITIONS

By: _____

Date: 3/11/04

EXHIBIT

PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST

_____
(Project)

Grantee _____ Request Date _____

Billing # _____ Billing Period _____

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services			
Contractual Services			
Materials, Supplies, Direct Purchases			
Grantee Stock			
Equipment, Furniture			
TOTAL PROJECT COSTS			

Certification: I hereby certify that the above were incurred for the work identified as being accomplished in the attached progress reports.

_____
Administrator/Date

Certification: I hereby certify that the documen tation has been maintained as required to suppo the project expenses reported above and is avai able for audit upon request.

_____
Financial Officer/Date

PBC USE ONLY

County Funding Participation	$_____
Total Project Cost	$_____
Total project costs to date	$_____
County obligation to date	$_____
County retainage (___%)	($_____)
County funds previously disbursed	($_____)
County funds due this billing	$_____

Reviewed and Approved by:

_____
PBC Project Administrator/Date

_____
Assistant County Engineer or Fiscal Manager/Date

EXHIBIT A

PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

Page ____ of ____

_____
(Project)

Grantee _____ Billing Date _____

Billing # _____ Billing Period _____

ontractor Name	Contractor Invoice Number and date	City Check or Voucher Number and date	Project Amount Paid this period	General Description

TOTAL _____

Certification: I hereby certify that the purchase noted above were used in accomplishing the project.

_____
Administrator/Date

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

_____
Financial Officer/Date

RESOLUTION NO. 240-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY CHARLES S. WHITESIDE, INC. FOR INSTALLING CONCRETE SIDEWALK ON WEST 2ND STREET FROM OLD DIXIE HIGHWAY TO WEST OF AVENUE G AND ON LAKE DRIVE FROM EAST BLUE HERON BOULEVARD TO THE SOUTH CITY LIMIT AT A COST OF $79,240.00; AUTHORIZNG THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE FROM CAPITAL IMPROVEMENT ACCOUNT IN THE AMOUNT OF $80,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City desires to install sidewalk on West 2nd Street, from Old Dixie Highway to west of Avenue G and on Lake Drive from East Blue Heron Boulevard to the south City limit; and

WHEREAS, Charles S. Whiteside, Inc. was the qualified contractor for Palm Beach County's Annual Pathway and Minor Construction Contract Project No. 2004052; and

WHEREAS, Charles S. Whiteside, Inc. is willing to perform this work for unit prices similar to those offered under the contract with Palm Beach County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The proposal submitted by Charles S. Whiteside, Inc. is hereby accepted for $79,240.00.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract.

SECTION 3. The Finance Director is authorized to appropriate fund balance in the amount of $80,000.00 from Capital Improvement Account No. 308-0716-5410-6354 and make payment from same.

SECTION 4. This Resolution shall take affect upon its approval by the City Council.

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

11/05/03

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: E. Wade

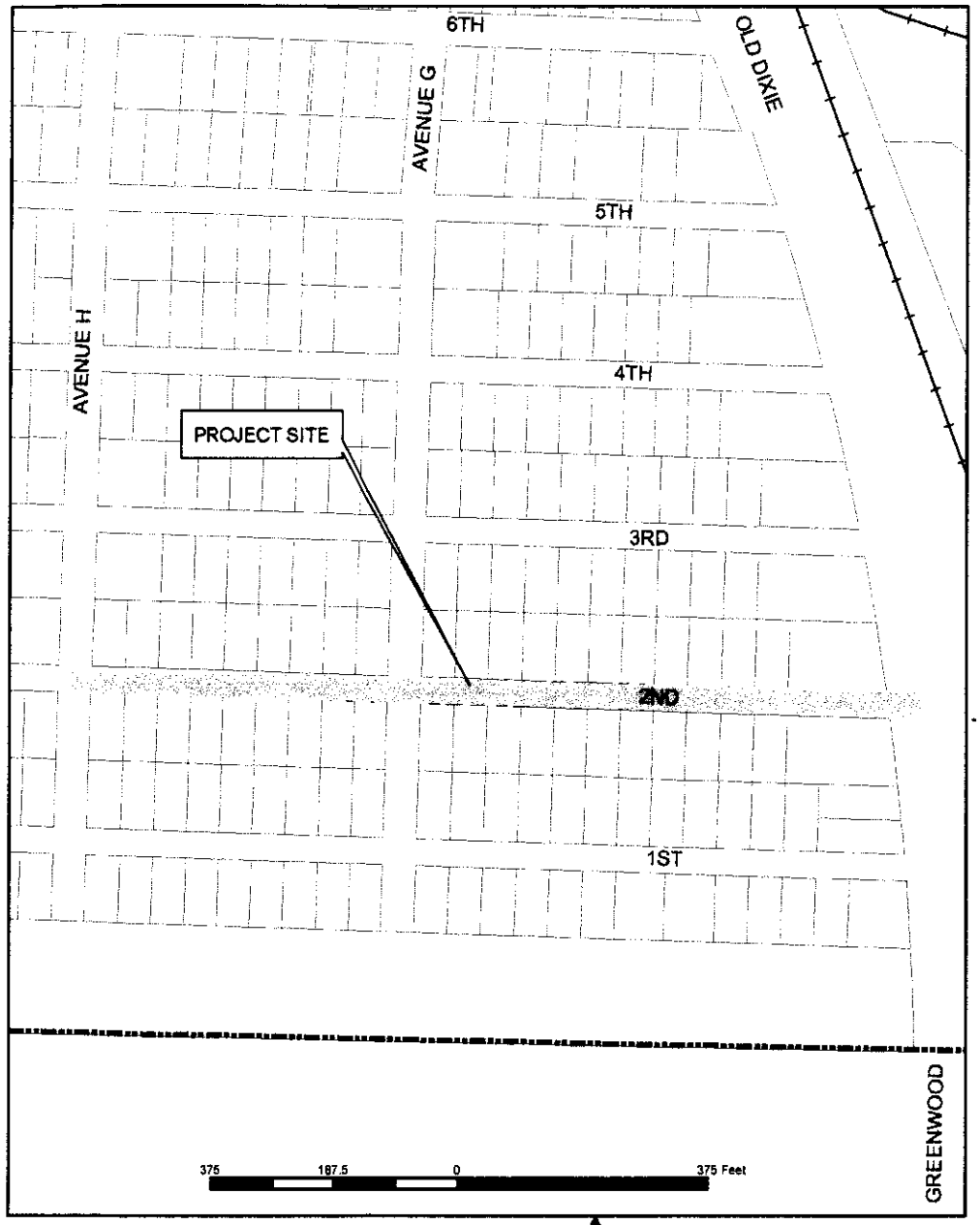
D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

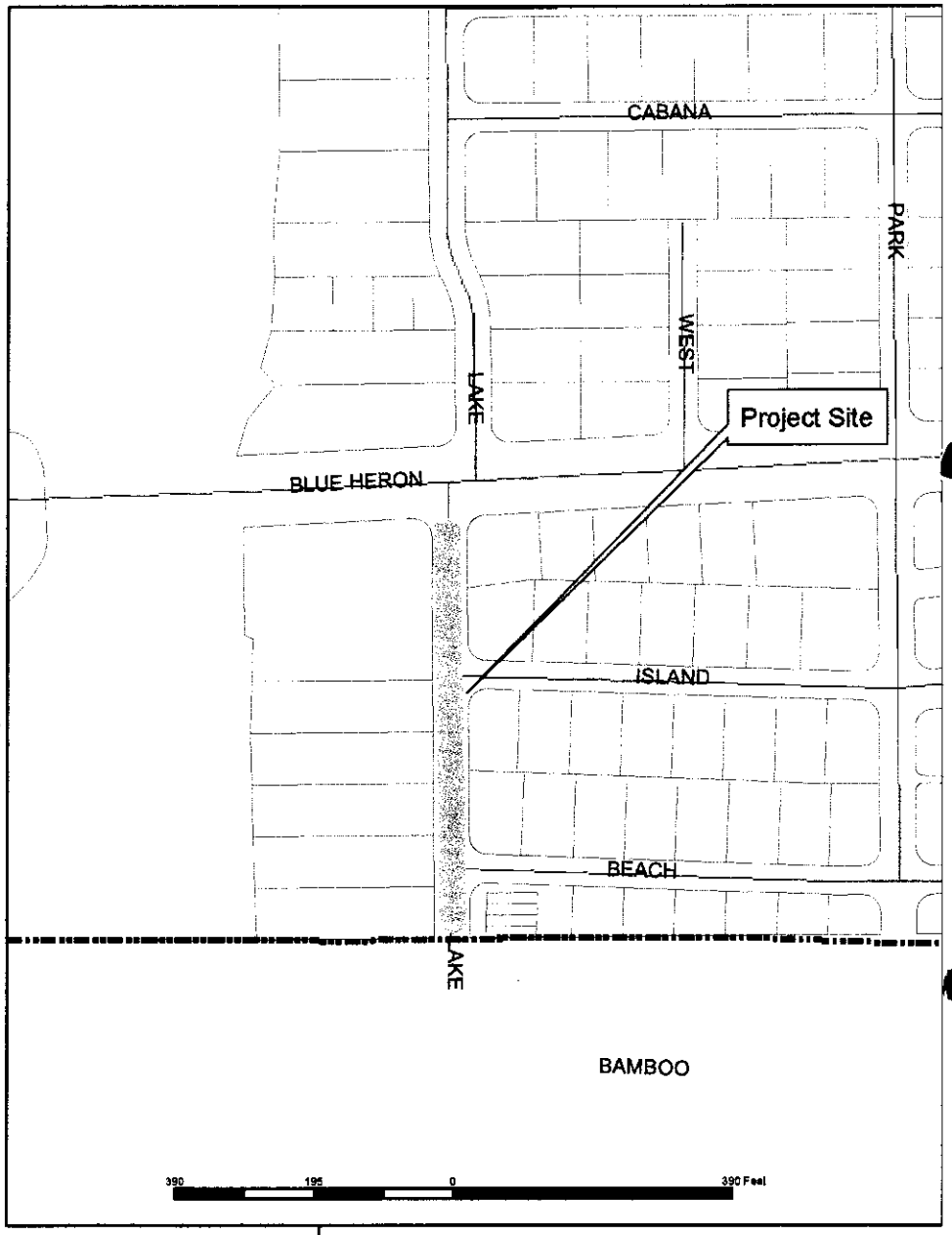
Reviewed as to Legal Sufficiency

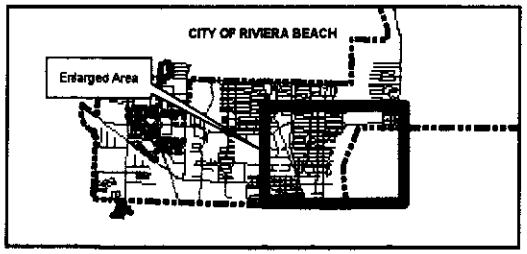
For

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 10/27/03







Legend
Parcel Boundary
Street Center Line
Municipal Boundary
West 2nd St

LOCATION MAP
West 2nd Street From Avenue "H" to Old Dixie Hwy.
And Lake Drive From E. Blue Heron Blvd. to City Limits.

Map Created on October, 2003
by the City of Riviera Beach Engineering Dept.
Ricardo Wiswell.

CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION

This Contract is made as of the 5th day of November, 2003 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Charles S. Whiteside, Inc. [ ] an individual, [ ] a partnership, [x] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 59-1968075.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of removal of existing sidewalks and installation of new concrete sidewalks on West 2nd Street, from Old Dixie Highway to west of Avenue G and on Lake Drive, from East Blue Heron Boulevard to the south City limit.

The CITY'S representative/liaison during the performance of this Contract shall be L. John Samadi, P.E., City Engineer, and telephone number (561) 845-4060.

ARTICLE 2 - SCHEDULE

A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within sixty (60) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement.

B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars ($100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 17, herein.

C. Contract Documents – This agreement and the attached proposal submitted by the CONTRACTOR constitute the contract documents.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in attached proposal. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall make payment in full upon completion of the work in accordance with the details shown on the proposal.

B. Payment – Upon completion of the work, the CONTRACTOR shall submit an invoice, final invoice, for all the work performed under this contract. The invoice received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will make full payment to the CONTRACTOR within thirty (30) days following the CITY representative's approval.

C. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the CITY OF RIVIERA BEACH Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

D. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days' prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of

termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in their respective field.

The CONTRACTOR agrees that that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting

opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 – M/WBE PARTICIPATION

M/WBE shall have the opportunity to participate in this project. Contractors are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the City's policy, the CONTRACTOR further agrees to hire other minority sub-contractors to work on this project.

In accordance with the City of Riviera Beach M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR incorporates Schedule 1 (Participation of M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar value of the M/WBE participation on Schedule 1 agreeing to perform the contract at the listed dollar value.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the City to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY the CONTRACTOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $500,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owed automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

E. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or

interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

The CONTRACTOR shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action arising from and/or relating to the Contract will be held in Palm Beach County, Florida.

ARTICLE 15-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 – ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any

contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the

CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 23 - NONDISCRIMINATION

CONTRACTOR will not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, marital status or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

The CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county, or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the City Council for the CITY OF RIVIERA BEACH.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

L. John Samadi, P.E., City Engineer

600 West Blue Heron Boulevard

Riviera Beach, Florida 33404

and if sent to the CONTRACTOR shall be mailed to:

John Everett, President, Charles S. Whiteside, Inc.

250 72nd Drive North

West Palm Beach, Florida 33413

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced herein sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - SPECIAL CONDITIONS

All materials and supplies provided by CONTRACTOR shall be in accordance with the plans and specifications approved by the CITY.

ARTICLE 32 – INSPECTION OF WORK

The CITY'S representative or the CITY'S Engineer shall at all times have access to work wherever it is in preparation or progress; and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this contract as it relates to the construction of a decorative fence at Sugar Hill Memorial Park on West 30th Street shall be guaranteed by the Manufacturer for a period of twenty (20) years from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to fencing, including the supporting posts and gate for a period of one year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacement within 30 days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct the gate and decorative fence.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the CITY.

ARTICLE 35 – TIME

Time is of the essence in all respects under this agreement.

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 37 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 38 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 39 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

WITNESS WHEREOF, the City Council of the CITY OF RIVIERA BEACH, Florida has made and executed this Contract on behalf of the CITY, and CONTRACTOR has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

BY: _____
MICHAEL D. BROWN,
MAYOR

CHARLES S. WHITESIDE, INC.

BY: _____
JOHN EVERETT
PRESIDENT

ATTEST:

BY: _____
CARRIE E. WARD, CITY CLERK,
MMC

APPROVED AS TO TERMS AND CONDITIONS

BY: _____ for
MARY MCKINNEY, DIRECTOR
COMMUNITY DEVELOPMENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____ for
PAMALA H. RYAN,
CITY ATTORNEY

Date: 11/26/03

EXHIBIT "A"

SCOPE OF WORK

Installation of Sidewalks

The work under this contract consists of removal of existing deteriorated sidewalk and installing concrete sidewalk on West 2nd Street from Old Dixie Highway to west of Avenue G and on Lake Drive from East Blue Heron Boulevard to the south City limit.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONTRACTOR as defined in Exhibit "A" is based on 90% completion and compensation for the work tasks stated herein shall be paid in accordance with Article 3 and the following Schedule of Values, which is attached herein and which forms a part of Exhibit B.

SCHEDULE OF VALUES

PRODUCT 118

Proposal

Page No. of Pages

CHARLES S. WHITESIDE, INC.
250 72nd Drive North
WEST PALM BEACH, FLORIDA 33413
(561) 471-7696 471-7699 Fax: 471-9351

Lal J. Samadi, P.E.

PROPOSAL SUBMITTED TO: City of Riviera Beach	PHONE: 845-4060	DATE: October 10,2003
STREET: 600 W. Blue Heron Boulevard	JOB NAME: 2nd St.(Old Dixie) and Lake Drive	
CITY, STATE and ZIP CODE: Riviera Beach, Florida 33404	JOB LOCATION: Riviera Beach	
ARCHITECT / DATE OF PLANS	Fax: 845-4038	JOB PHONE

We hereby submit specifications and estimates for:

5 Each	: Stump Removal	@ $100.00	$500.00
5 Each	: Tree Removal	@ 150.00	750.00
50 Each	: Re-set Mail Boxes	@ 50.00	2,500.00
25 Each	: Valve/Meter box Adjustments	@ 150.00	3,750.00
2,000 C.Y.	: Excavation	@ 6.00	12,000.00
220 S.Y.	: 4" Sidewalk Removal	@ 6.00	1,320.00
419 S.Y.	: 6" Sidewalk Removal	@ 9.00	3,771.00
1,139.4 S.Y.	: 4" x 4' Concrete Sidewalk	@ 28.00	31,903.20
418 S.Y.	: 6" Concrete Driveway	@ 30.00	12,540.00
10 C.Y.	: Gravity Wall (Concrete)	@ 350.00	3,500.00
2,147.02 S.Y.	: Sod	@ 2.25	4,830.80
150 L.F.	: Type "F" Curb & Gutter	@ 11.00	1,650.00
150 L.F.	: Type "F" Curb Removal	@ 1.50	225.00
			$79,240.00

Power Pole/Guy Wire relocation-By Others.
Irrigation Lines to be capped.
Above prices in accordance with Palm Beach County Annual Pathway & Minor Construction Contract No: 2004052

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Seventy Nine Thousand Two Hundred Forty dollars ($ 79,240.00).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature John M. Everett

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____ Signature _____

To Reorder: 800-225-6380 or nebs.com

RESOLUTION NO. 241-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE – LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG) PROGRAM IN THE AMOUNT OF $105,606.00; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER CASH MATCH ($11,734.00) FROM THE LAW ENFORCEMENT TRUST FUND ACCOUNT NUMBER 150-0817-521-0-8301 TO THE LOCAL LAW ENFORCEMENT GRANT FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bureau of Justice has established a Local Law Enforcement Block Grant (LLEBG) Program; and

WHEREAS, the City of Riviera Beach has been awarded funds in the amount of $105,606.00 and requires matching funds of $11,734, totaling $117,340.00; and

WHEREAS, these funds will be used for crime prevention enhancement, the continued employment of a Crime Analyst, and additional equipment; and

WHEREAS, the LLEBG-2003 program requires that at least one public hearing be held to discuss the proposed use of the funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: The Mayor and City Clerk are authorized to accept the Grant Funds on behalf of the City.

SECTION 2: The City Council authorizes a match of $11,734.00 from the Law Enforcement Trust Fund to accept the LLEGB grant amount of $105,606.00.

FILE: H:/JONES/AGENDAS/LLEBG-2003-D03-111-1*LAM

SECTION 3: The Finance Director is authorized to set up a budget as follows to expend the funds:

REVENUE:

149-00-381150	TRANSFER FROM LETF	$ 11,734.00
149-00-331216	LLEBG (2003)	105,606.00
		$117,340.00

EXPENDITURES:

149-0822-521-0-1201	SALARIES, WAGES, RELATED EXP.	$ 42,893.00
149-0822-521-0-5201	EQUIPMENT	46,447.00
149-0822-521-0-6405	VEHICLES	28,000.00
		$117,340.00

SECTION 4: This Resolution shall take effect immediately upon its passage and approval.

Resolution No. 241-03
Page 3

PASSED AND APPROVED this 5 day of November, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

[MUNICIPAL SEAL]

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY:	E. Wade
SECONDED BY:	A. Iles
D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

For
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/23/03

FILE: H:/JONES/AGENDAS/LLEBG-2003-D03-111-1*LAM

RESOLUTION NO. 242-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BID FOR FIRE STATION DORMITORY IMPROVEMENTS AND OVERHEADDOOR REPLACEMENT TO INTERNATIONAL LOGISTICS GROUP INC. (ILG) IN THE AMOUNT OF $168,000.00; AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT; AND THE CITY MANAGER TO APPROVE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED 5% OF CONTRACT PRICE. AUTHORIZING PAYMENT FROM ACCOUNTS NO. 305-0203-5190-4602 AND 305-0920-5220-4602; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach solicited bids for improvements to dormitory facilities for four fire stations and to replace overhead doors at fire station # 1; and

WHEREAS, the bids were publicly opened and read aloud on September 12, 2003; and

WHEREAS, International Logistics Group, Inc. is the low responsive bidder and meets the minimum qualifications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, AS FOLLOWS:

SECTION 1. The bid submitted by International Logistics Group, Inc. for Fire Station Dormitory Improvements and Replacement of Overhead Doors in the amount of $168, 000.00 is accepted.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract for same.

SECTION 3. The City Manager is hereby authorized to approve change orders in an amount not to exceed 5% of the contract price ($8,400.00).

SECTION 4. The Finance Director is authorized to make payments for same from the following accounts:

No. 305-0203-5190-4602	$134,400.00
No. 305-0920-5220-4602	$ 42,000.00

PASSED AND APPROVED this 5 **day of** November **2003**

RESOLUTION No. 242-03
Page 2

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIRPERSON PRO TEM

DONALD R. WILSON,
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: A. Iles

D. SCHNYER	aye
S. BLUE	out
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

Asst. CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 10/22/03

RESOLUTION NO. 243-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FOR A 40,740 SQUARE FOOT BOAT STORAGE FACILITY, AND AN OUTDOOR BOAT STORAGE STRUCTURE ON 2.8 ACRES LOCATED ON THE SOUTH EAST CORNER OF AVENUE B AND 22ND COURT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-58, of the City of Riviera Beach Code of Ordinances establishes the requirements for site plan review by the City Council; and

WHEREAS, Section 31-60 (b), of the City of Riviera Beach Land Development Code requires that all approved Site Plans shall automatically expire within 18 months of its development order unless a valid building permit has been issued; and

WHEREAS, The Community Redevelopment Board met on October 8, 2003 to review the application and voted to approve the Site Plan; and

WHEREAS, The Planning & Zoning Board met on October 9, 2003 to review the application and made a recommendation that the City Council approve the Site Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Site Plan for a 40,740 square foot boat storage building, and an outdoor boat storage structure, located on 2.8 acres on the south east corner of Avenue B and 22nd Court, is approved with the following conditions:

A. Construction must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(a), of the City Code of Ordinances.

B. All future advertising must state that the development is in the City of Riviera Beach. A fine of $250 per day will be levied against the property owner for violation of this condition.

C. The applicant shall be required to plat the property before a certificate of occupancy is issued.

SECTION 2. That this Resolution shall take effect immediately upon its approval.

Resolution No. 243-03
Page -2-

PASSED and APPROVED this 5 day of November, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

{MUNICIPAL SEAL}

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ATTEST:

ELIZABETH "LIZ" WADE,
COUNCILPERSON

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES,
COUNCILPERSON

Motioned By: D. Wilson
Seconded By: A. Iles

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 10/22/03

KayMitch
7 08 03

RESOLUTION NO. 244-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LICENSE AGREEMENT WITH THE FLORIDA EAST COAST RAILWAY, L.L.C. FOR THE WIDENING AND MAINTAINING OF THE CROSSING ON WEST 13TH STREET AT OLD DIXIE HIGHWAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach has planned to relocate and widen 13th Street from Old Dixie Highway to Avenue C; and

WHEREAS, The existing railroad crossing on West 13th Street at Old Dixie Highway needs to be widened to accommodate the relocation and widening of 13th Street; and

WHEREAS, the Florida East Coast Railway, L.L.C. requires entering into a License Agreement prior to widening of the railroad crossing on 13th Street at Old Dixie Highway.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are authorized to execute the attached License Agreement with the Florida East Coast Railway, L.L.C. for the widening and maintenance of the railroad crossing on 13th Street at Old Dixie Highway.

SECTION 2. This resolution shall take effect immediately upon its passage.

(The remaining of this page intentionally left blank)

PASSED and APPROVED this 5 day of November, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: D. Wilson

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

FOR

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 10/27/03

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, effective as of the 25 day of November, 2003, is between the FLORIDA EAST COAST RAILWAY, L.L.C. (Address: P. O. Drawer 1048, St. Augustine, Florida 32085), a Limited Liability Company, hereinafter called "RAILWAY" and CITY OF RIVIERA BEACH, a political subdivision of the State of Florida, hereinafter called "CITY".

WITNESSETH:

That the RAILWAY, in consideration of the covenants and conditions hereinafter set forth to be performed and kept by the CITY, hereby permits the CITY to construct, use, maintain, repair, renew and ultimately remove an at-grade public road crossing across and over the tracks, right of way and property of RAILWAY, at the RAILWAY'S Milepost 295 + 532', more particularly described in Exhibit A attached hereto and incorporated herein by reference, hereinafter referred to as the "CROSSING SITE":

The CROSSING SITE includes any railroad crossing warning signs, crossing surfaces and automatic crossing warning devices which are, or might be, located within or adjacent to the above-described location, provided that, the construction of the CROSSING SITE shall be done by RAILWAY as provided in this License Agreement ("Agreement") and further provided that, notwithstanding rights to the CITY granted herein, RAILWAY reserves the right to perform all work required on RAILWAY'S property including construction, drainage, lighting and vegetation management, in which event CITY shall pay the RAILWAY the entire cost and expense of labor, materials and equipment furnished by RAILWAY in performing such work.

The status of the CITY is that of a licensee and not lessee, granting the CITY the right to use the CROSSING SITE as specified herein.

In consideration of the granting of this Agreement by the RAILWAY, the CITY covenants and agrees with the RAILWAY as follows:

1. The CROSSING SITE shall be used for public at-grade road crossing purposes only and no utility, including telecommunications facilities, pipes, wires, cables; or other line or structure shall be placed in, on or over the CROSSING SITE without the previous consent in writing of the RAILWAY. CITY further agrees that it will at all times keep the CROSSING SITE, together with the additional portions of the RAILWAY'S right-of-way within 325 feet of the northerly and southerly limits or boundaries of the CROSSING SITE clear of any vegetation or other growth greater than two (2) feet in height on each side of the tracks at the sole expense of the CITY and without cost to RAILWAY or lien upon RAILWAY'S property.

2. This Agreement is for an initial term of one (1) year and shall continue in effect thereafter from year to year, subject to termination by the RAILWAY or CITY upon sixty (60) days prior written notice.

3. CITY shall pay an annual license fee in advance to RAILWAY of **$5,600.00** (Five Thousand Six Hundred Dollars), for use of the Crossing. The license fee shall be increased each year on the anniversary date of this Agreement, commencing on the anniversary date of the second year of this Agreement, by the product of the annual license fee in effect for the preceding year multiplied by one hundred percent (100%) of the percentage increase, if any, in the Consumer Price Index, (1967=100), issued by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI"), or 3%, whichever is greater. The base CPI will be the CPI for the

month of the year preceding the applicable anniversary date of this Agreement by ninety (90) days. No adjustment will be made for decreases in the CPI.

4. The provisions and stipulations of this Agreement are a part of the consideration of the licensing of the CROSSING SITE, and in the event the CITY shall fail to comply with any of the covenants and conditions, then, at the option of the RAILWAY, this Agreement shall be terminated with full legal rights and remedies retained by the RAILWAY, including but not limited to the right to reenter, repossess, and remove the crossing if it shall elect to do so.

5. The CITY shall grant in a timely manner to the RAILWAY necessary permits within the control of the CITY for the installation, construction, erection, repair and maintenance of any of the RAILWAY-owned or maintained facilities described in this Agreement. If the CITY fails to grant the RAILWAY necessary permits in a timely manner, CITY shall bear all additional expense incurred by the RAILWAY attributable to such failure, including costs due to slow ordering of trains.

6. Unless otherwise specified, the cost of installation, construction, maintenance and replacement of all facilities at the CROSSING SITE, including but not limited to the crossing structure and railroad and highway devices, whether performed by the CITY or RAILWAY, shall be the sole responsibility of the CITY.

7. The RAILWAY shall install the warning devices, including the fixed signs, flashing lights, bells and gates (collectively the "WARNING DEVICES"), at the CROSSING SITE at the sole cost of the CITY. The WARNING DEVICES are a Type IV Class IV installation as defined in the Florida Department of Transportation Schedule of Signal Installations by Type and Class attached hereto as Exhibit C. Installation costs are estimated to be $382,080.00 as shown on the estimates for signal installation attached hereto as Exhibit B and incorporated by reference.

In addition, CITY shall pay unto RAILWAY annually the annual cost of maintenance of said WARNING DEVICES as provided in the Florida Department of Transportation's SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES, as may in the future be revised or amended, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.

The WARNING DEVICES will be owned by the RAILWAY and shall remain at the CROSSING SITE until the RAILWAY decides that they are no longer needed or should be replaced, or until other legal requirements are imposed which shall eliminate or substantially change their operations.

8. The RAILWAY shall replace three existing 44' wide Type T-modified grade crossing structures with three 88' wide Concrete grade crossing surfaces (the "SURFACE') along with other improvements as shown on the drawing, attached hereto as part of Exhibit A, in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Index No. 560, as may be amended, at the sole cost of CITY. Installation costs are estimated to be $228,592.00 as shown on the estimates for crossing installation attached hereto as Exhibit B and incorporated by reference. When the RAILWAY determines that the replacement of the new SURFACE is more economical than its continued maintenance, the RAILWAY shall have the exclusive option to replace the SURFACE with a comparable or improved structure. The replacement costs of the new SURFACE shall be the sole responsibility of the CITY. The CITY shall, at its sole expense, maintain and replace the remainder of the road inside the RAILWAY'S right-of-way, plus any paving which may be located between the ends of the ties. The RAILWAY shall provide a construction watchman at said CROSSING SITE

while work is being performed by the CITY under the provisions of this Agreement, at the sole expense of the CITY.

9. The CITY agrees, acknowledges and understands that the RAILWAY reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING SITE. The CITY agrees to bear the total expense of any changes or additions to the pavement and traffic signal devices, the SURFACE, the WARNING DEVICES or other railroad signalization equipment or new structure at the CROSSING SITE, whether these changes or additions are required by law or order of any public or judicial authority, done voluntarily by the RAILWAY, or requested by the CITY.

10. The CITY agrees that it will install, maintain and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING SITE. Such facilities must first be approved by the RAILWAY and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all time to their approval. An additional license agreement may be required by the RAILWAY, depending upon the location of such drainage facilities and type, size, depth and other specifications of the proposed facilities, as submitted to the RAILWAY.

11. Lighting facilities adequate to comply with the requirements of the laws of the State of Florida covering illumination of road crossing shall be installed, maintained and replaced at or near this CROSSING SITE by and at the sole cost of CITY.

12. The CITY further covenants to pay the RAILWAY, within thirty (30) days after presentation of the same, all bills submitted by Railway including maintenance bills as set forth in Paragraph 7 above and all bills for electricity for the lighting and illumination of the

CROSSING SITE if same are provided by Railway. RAILWAY agrees to maintain records of cost incurred by it under this agreement for a period of three (3) years and upon reasonable prior notice of CITY to make such records available during normal business hours.

13. At the termination of this Agreement for any cause, or upon termination of the CITY'S use of the CROSSING SITE as herein described, all rights of the CITY shall terminate and the CITY shall remove, under the RAILWAY'S supervision and direction, at CITY'S entire cost and expense, said road and all non-RAILWAY-owned improvements placed upon the RAILWAY'S right-of-way and restore the ground to its original condition.

14. To the extent permitted by law, the CITY shall indemnify, defend and hold harmless RAILWAY for assessments or other charges of any kind whatsoever against the RAILWAY at any time for any portion of public improvements installed on or within two hundred (200) feet of the CROSSING SITE arising out of the existence of the CROSSING SITE.

15. The CITY shall not in any way, or at any time, interfere with or obstruct RAILWAY'S right-of-way, the movement of RAILWAY'S trains and other railroad operations, or interfere with the RAILWAY'S use thereof, or the use thereof by RAILWAY'S assigns, invitees, lessees or licensees.

16. The CITY acknowledges a limited waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the CITY to recover damages set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of CITY while acting within the scope of the employee's office or employment under circumstances in which CITY, if a private person, would be liable under general laws of this State.

The CITY will include in any contract which it may let for the whole or part of said work to be performed hereunder by or for the CITY, each and every one of the terms and conditions included on the document entitled "INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C. AND INSURANCE REQUIREMENTS" attached hereto and made a part hereof as Exhibit D.

17. (a) CITY, at its own cost and expense, when performing any work in connection with the CROSSING SITE shall request RAILWAY to furnish any necessary construction watchmen for the protection of RAILWAY'S employees, property and train operations. RAILWAY shall be notified at least one (1) week in advance of the performance of any work in connection with the CROSSING SITE.

(b) In addition to, but not in limitation of any of the foregoing provisions, if at any time RAILWAY should deem it necessary to place construction watchmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING SITE, RAILWAY shall have the right to place such construction watchmen, or other persons at the sole cost and expense of the CITY. Upon receipt of a bill from RAILWAY, CITY shall promptly pay RAILWAY the full cost and expense of such construction watchmen. The furnishing or failure to furnish construction watchmen, or other persons by the RAILWAY under this paragraph, however, shall not release CITY from any and all other liabilities assumed by CITY under the terms of this Agreement, including its obligations under Paragraph 16 hereof. The CITY shall give the RAILWAY one (1) week's advance written notice when it or its contractor or anyone claiming under this Agreement proposes to enter upon the CROSSING SITE to perform work under this Agreement in order that proper warning may be provided for trains. In emergency situations CITY shall give the RAILWAY telephonic

notice. The CITY further agrees that at all times its personnel or agents are on the property of the RAILWAY, they will be accompanied by a RAILWAY representative and any cost involved will be borne by the CITY. The watchman will not in any way case be considered an employee of the CITY.

18. After the SURFACE and WARNING DEVICES have been installed and all other work to be performed by the RAILWAY under this Agreement has been completed and found to be in satisfactory working order by the RAILWAY, the RAILWAY shall furnish to the CITY an invoice showing the final total cost of material, labor and equipment furnished by the RAILWAY, in accordance with the estimate of said cost to the CITY to be $760,672.00 set forth in Exhibit B and CITY shall pay such invoice no later than thirty (30) days from the date thereof.

19. Installation, maintenance and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING SITE shall be the sole responsibility and cost of the CITY, and at its sole expense.

20. The CITY shall promptly pay RAILWAY all charges for replacement, repair or otherwise of the CROSSING SURFACE and RAILROAD DEVICES within thirty (30) days of the date of invoice. Failure to promptly pay to RAILWAY amounts billed as due under this Agreement shall constitute default by the CITY.

21. The CITY hereby acknowledges that it has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities.

22. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. This Agreement will be governed by the laws of the State of Florida. Venue for and any litigation based upon or arising out of the agreement shall be in Palm Beach County, Floirida. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by both parties.

24. It is understood by and between the respective parties hereto that this License Agreement cancels and supersedes all other License Agreements, pertaining to this crossing site and with respect to the matters contained herein, with any other person, firm , or entity.

IN WITNESS WHEREOF, the RAILWAY and the CITY have caused this instrument to be executed in their corporate names and respective seals to be hereunto affixed in duplicated the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

Signed, sealed and
Delivered in the presence of:

Witnesses as to RAILWAY

FLORIDA EAST COAST RAILWAY, L.L.C.,
a Limited Liability Company

By: W. E. Russell (Seal)

ATTEST: M. C. Mullen
Assistant Secretary

DATE: 12-1-03

CITY OF RIVIERA BEACH, a political subdivision of the State of Florida

By: _____
Michael D. Brown

Title: Mayor

Attest: _____ 11/05/2003
Carrie E. Ward

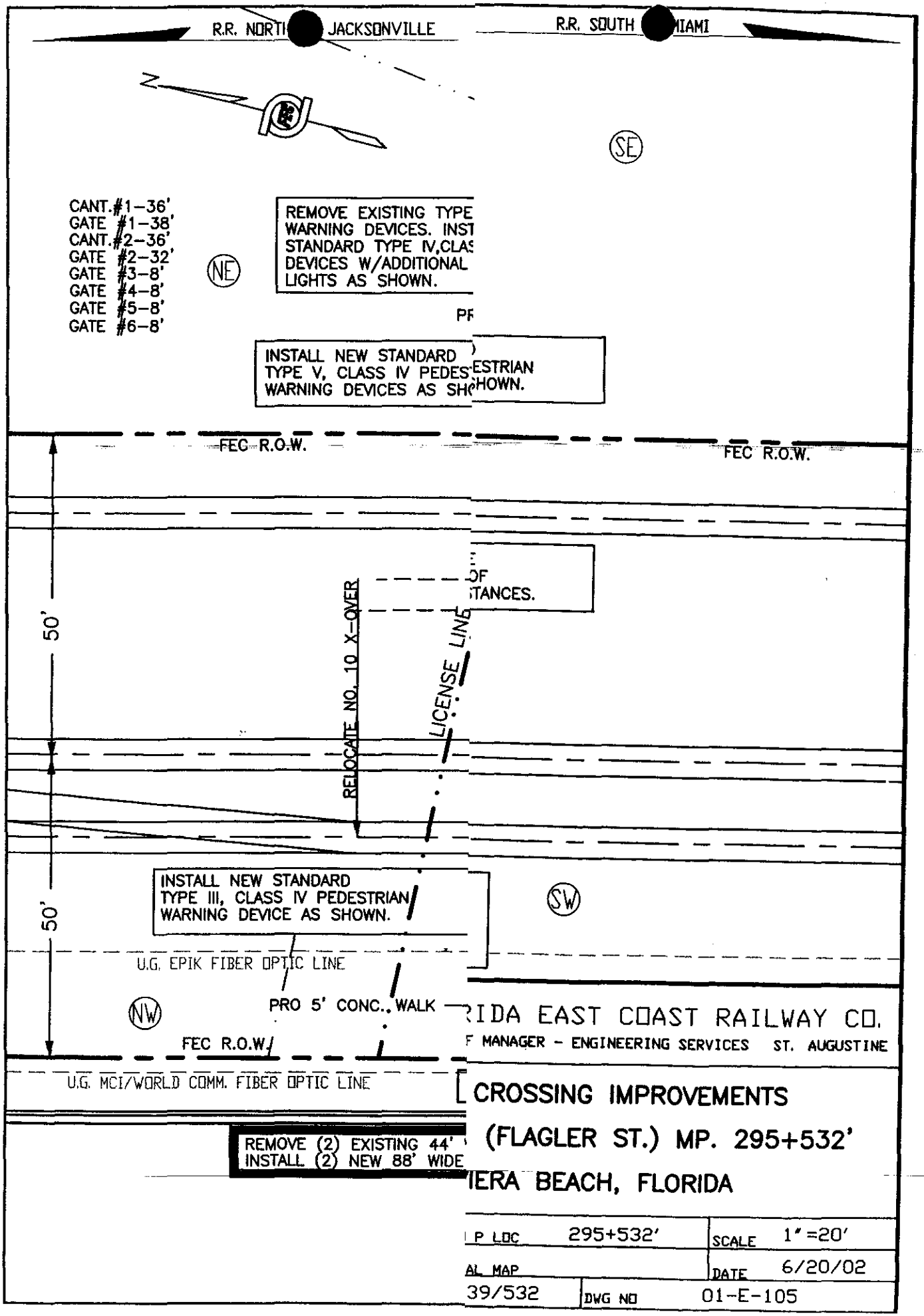
Title: City Clerk

Reviewed as to legal sufficiency.

By: _____ FOR
Pamela H. Ryan

Title: City Attorney

Date: 10/27/03


R.R. NORTH JACKSONVILLE
R.R. SOUTH MIAMI
SE
CANT.#1-36'
GATE #1-38'
CANT.#2-36'
GATE #2-32'
GATE #3-8'
GATE #4-8'
GATE #5-8'
GATE #6-8'
NE
REMOVE EXISTING TYPE
WARNING DEVICES. INST
STANDARD TYPE IV,CLAS
DEVICES W/ADDITIONAL
LIGHTS AS SHOWN.
INSTALL NEW STANDARD
TYPE V, CLASS IV PEDES ESTRIAN
WARNING DEVICES AS SH HOWN.
FEC R.O.W.
FEC R.O.W.
OF
TANCES.
50'
RELOCATE NO. 10 X-OVER
LICENSE LINE
INSTALL NEW STANDARD
TYPE III, CLASS IV PEDESTRIAN
WARNING DEVICE AS SHOWN.
SW
50'
U.G. EPIK FIBER OPTIC LINE
NW
PRO 5' CONC. WALK
FEC R.O.W.
U.G. MCI/WORLD COMM. FIBER OPTIC LINE
REMOVE (2) EXISTING 44'
INSTALL (2) NEW 88' WIDE
RIDA EAST COAST RAILWAY CO.
F MANAGER - ENGINEERING SERVICES ST. AUGUSTINE
CROSSING IMPROVEMENTS
(FLAGLER ST.) MP. 295+532'
IERA BEACH, FLORIDA
P LOC 295+532'
SCALE 1"=20'
AL MAP
DATE 6/20/02
39/532
DWG NO 01-E-105

LICENSE AREA

September 24, 2002

File: 295/39/523

W. 13TH STREET (FLAGLER STREET) – MP 295+523' – FDOT # 272399B

A PARCEL OF LAND WITH UNIFORM WIDTH OF ONE HUNDRED FORTY (140) FEET NORTHERLY AND SOUTHERLY AND EXTENDING EASTERLY AND WESTERLY ACROSS THE RIGHT-OF-WAY AND MAIN TRACK OF THE RAILWAY AT W. 13TH STREET (FLAGLER ST.) IN RIVIERA BEACH, FLORIDA, WITH LONGITUDINAL CENTER LINE OF SAID PARCEL LOCATED FIVE HUNDRED THIRTY TWO FEET (532) FEET SOUTHERLY FROM THE RAILWAY'S MILE POST NO. 295 AS MEASURED FROM JACKSONVILLE, FLORIDA, SAID RIGHT-OF-WAY OF THE RAILWAY HAVING A TOTAL WIDTH OF ONE HUNDRED (100) FEET AT THIS LOCATION, BEING FIFTY (50) FEET IN WIDTH ON THE EAST AND WEST SIDE OF THE CENTERLINE OF THE MAIN TRACK, ALL AS SHOWN ON THE ATTACHED DRAWING NO. 01-E-105, DATED JUNE 20, 2002, ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT "A"

FLORIDA EAST COAST RAILWAY COMPA
SAINT AUGUSTINE, FLORIDA

(_XINGEST.WK4) 09/23/03
14:51

RIVIERA BEACH: **WIDEN THREE EXISTING 44' TYPE "T" MODIFIED GRADE CROSSINGS TO 88' EACH.**
FLAGLER STREET (13TH), MILEPOST 295+523' AAR/DOT NO. 272399B
FILE: 295/39/523

CROSSING DESCRIPTION

New Length of Crossing Surface:	88	Tf
Number of Tracks:	3	Ea
Length of Track Panel:	128	Tf

PAVING DESCRIPTION

Width (Across Road)	88	Ft
Length (Along Road)	110	Ft
Projected Lift	3	In

AGREEMENT DESCRIPTION

Responsible Party:	City of Riviera Beach
Agreement Date:	
Division of Responsibility	
Encase Fiber Optic Cable	City
Maintenance of Traffic	City
Crossing Surface	City
Track Materials	City
Track Construction	City
Paving	City

GANG DESCRIPTION

4 Ft. Lauderdale Section
15 Ft. Lauderdale Smoothing
3 Crane
2 Loader

COST RECAPITULATION

Track & Civil Work Item	Labor	Equipment	Material	Contract	Salvage Credit	10.00% Contingency	Total	Responsible Party
Encase Fiber Optic Cable	n/a	n/a	n/a	6,600.00	n/a	700.00	7,300.00	City
Mobilization/Material Consolidation	1,877.64	1,993.70	n/a	n/a	n/a	428.66	4,300.00	City
Construct Track Panel	4,369.82	5,574.65	32,338.94	n/a	n/a	4,316.58	46,600.00	City
Maintenance of Traffic/Police Protection	n/a	n/a	n/a	18,720.00	n/a	1,880.00	20,600.00	City
Remove Crossing Surface	2,703.45	4,056.78	n/a	n/a	(1,584.00)	523.76	5,700.00	City
Remove/Replace Track/Crossing Structure	7,805.60	10,863.60	n/a	n/a	(11,257.34)	788.14	8,200.00	City
Line & Surface Track	2,555.46	2,572.74	8,386.80	n/a	n/a	1,385.00	14,900.00	City
Replace Crossing Surface	1,802.30	2,704.52	72,196.08	n/a	n/a	7,697.10	84,400.00	City
Place Asphalt	168.50	28.45	n/a	24,502.50	n/a	2,500.56	27,200.00	City
Demobilization/Site Cleanup	469.00	0.00	n/a	n/a	n/a	131.00	600.00	City
Totals:	21,751.77	27,794.44	112,921.82	49,822.50	(12,841.34)	20,350.81	219,800.00	

TOTAL TRACK PROJECT COST:	**$219,800.00**	832.58 $/Ft
ENGINEERING & SUPERVISION:	**8,792.00**	
TOTAL TRACK & CIVIL PROJECT COST:	**$228,592.00**	
TOTAL SIGNAL IMPROVEMENT PROJECT COST:	**382,080.00**	
TOTAL TO RELOCATE NO. 10 X-0VER:	**150,000.00**	
COST TO BE BORNE BY CITY OF RIVIERA BEACH:	**$760,672.00**	#REF!

NOTE: THIS IS AN ESTIMATE ONLY, ALL CHARGES WILL BE BASED ON ACTUAL COST.

Model Last Revised 7/17/97

FLORIDA EAST COAST RAILWAY
OFFICE OF THE GENERAL MANAGER
OF SIGNALS AND COMMUNICATIONS

DATE: 07/03/02
FILE: 10.2
TYPE: IV
CLASS: IV
NO. OF DAYS: 20
AAR / DOT #: 272399B
MILE POST: 295+532'
Project Type: FDOT

ESTIMATED COST FOR HIGHWAY CROSSING WARNING DEVICES AT W. 13th STREET.
This estimate should be considered void after one (1) year.

MATERIAL	UNIT COST	UNITS	TOTAL COST
GATE ASSEMBLIES	$6,539.00	4 EA.	$26,156.00
GATES	$500.00	6 EA.	$3,000.00
GATE FOUNDATIONS	$575.00	4 EA.	$2,300.00
ADDITIONAL FLASHING LIGHT ASSEMBLIES	$1,168.00	4 EA.	$4,672.00
TRAIN SIGNALS, COLOR LIGHT	$1,100.00	5 EA.	$5,500.00
CANTILEVERS, 30' & 33'	$25,342.00	1 EA.	$25,342.00
CANTILEVER, TRAIN SIGNAL	$24,000.00	1 EA.	$24,000.00
CANTILEVER FOUNDATIONS	$3,200.00	3 EA.	$9,600.00
WIRED CASE, 6'X8' & HXP3	$93,943.00	1 EA.	$93,943.00
BATTERY BOX	$675.00	2 EA.	$1,350.00
BATTERIES, SAFT SPL250	$212.00	50 EA.	$10,600.00
MISC. GROUND MATERIAL	$2,835.21	1 PKG.	$2,835.21
CONDUIT & DIRECTIONAL BORE	$45.00	250 FT.	$11,250.00
CABLE	$7,500.00	1 PKG.	$7,500.00
MISCELLANEOUS RELAY EQUIPMENT	$1,120.00	1 PKG.	$1,120.00
POWER SERVICE	$1,500.00	1 EA.	$1,500.00
MONITORING EQUIPMENT	$10,671.00	1 PKG.	$10,671.00
SANITATION & DISPOSAL	$1,500.00	1 PKG.	$1,500.00
FREIGHT & HANDLING			$36,201.00
TAX @ 6.5%			$15,687.00
TOTAL MATERIALS			**$294,727.21**
EXCAVATING EQUIPMENT PER DAY	$181.00	20 DAYS	$3,620.00
EQUIPMENT RENTAL PER DAY	$125.00	20 DAYS	$2,500.00
FOREMAN'S TRUCK PER DAY	$35.00	20 DAYS	$700.00
GANG TRUCK PER DAY	$63.00	20 DAYS	$1,260.00
SUPERVISORS TRUCK PER DAY	$35.00	20 DAYS	$700.00
EQUIPMENT TOTAL			**$8,780.00**
ENGINEERING	$6,500.00	1	$6,500.00
ENGINEERING TOTAL			**$6,500.00**
CONSTRUCTION SUPERVISION	$274.00	20 DAYS	$5,480.00
LABOR ADDITIVE			$3,052.00
SUPERVISION TOTAL			**$8,532.00**
LABOR PER DAY	$1,082.50		
NUMBER OF DAYS	20		$21,650.00
LABOR ADDITIVE			$12,635.00
TOTAL LABOR			**$34,285.00**
GANG EXPENSES PER DAY	$553.00		
NUMBER OF DAYS	20		
TOTAL GANG EXPENSES			**$11,060.00**
SUB-TOTAL			**$363,884.21**
CONTINGENCIES 5%			$18,194.00
TOTAL			**$382,080.00**

272399B.xls

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*
I	Flashing Signals – One Track	$1,870.00
II	Flashing Signals – Multiple Tracks	$2,474.00
III	Flashing Signals and Gates – One Track	$2,820,00
IV	Flashing Signals and Gates – Multiple Tracks	$3,540.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE: 14-46.002 Responsibility for the Cost of Automatic Highway Grade Traffic Control Devices

F. A. RULE EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044. F. S.

SPECIFIC LAW IMPLEMENTED: 335.144.F. S.

*This schedule was effective July 1, 2001, and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

EXHIBIT "C"

FLORIDA DEPARTMENT OF TRANSPORTATION

Listed Below are signal installations by type and class:

FLASHING SIGNALS - ONE TRACK
Type = 1, Class = 1

FLASHING SIGNALS - MULTIPLE TRACKS
Type = 1, Class = 2

FLASHING SIGNALS AND CANTILEVER - ONE TRACK
Type = 2, Class = 1

FLASHING SIGNALS AND CANTILEVERS - MULTIPLE TRACKS
Type = 2, Class = 2

FLASHING SIGNALS AND GATE - ONE TRACK
Type = 3, Class = 3

FLASHING SIGNALS AND GATE - MULTIPLE TRACKS
Type = 3, Class = 4

FLASHING SIGNALS AND GATE WITH CANTILEVER - ONE TRACK
Type = 4, Class = 3

FLASHING SIGNALS AND GATE WITH CANTILEVER - MULTIPLE TRACKS
Type = 4, Class = 4

TYPE OF TRAFFIC CONTROL DEVICES

I Flashing signals
II Flashing signals with cantilevers
III Flashing signals with gate
IV Flashing signals with cantilevers & gate

CLASS OF TRAFFIC CONTROL DEVICES

I Flashing signals - one track
II Flashing signals - multiple track
III Flashing signals & gates - one track
IV Flashing signals & gates - multiple track

Exhibit "C"

INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C.
AND INSURANCE REQUIREMENTS

The Contractor by execution and delivery hereof, agrees that it shall and will at all times hereafter indemnify, defend and save harmless the Florida East Coast Railway, L.L.C from and against all judgments, and all loss, claims, damages, costs, charges, and expenses ("Costs") which it may suffer, sustain, or in anywise be subjected to on account of or occasioned by the operations of the Contractor, or any of the subcontractors, or both, whether directly or indirectly under, or pursuant to, this construction contract, including any such Costs arising from the death, bodily injury or personal injury of, as follows:

Of any person, including without limitation upon the generality of the foregoing description, employees and officers of Florida East Coast Railway, L.L.C., employees and officers of materialmen, employees and officers of the Contractor, employees and officers of all subcontractors, and from loss damage, injury and loss of use of any real or personal property (a) in which Florida East Coast Railway Company has any ownership interest, and (b) personal property in the custody of Florida East Coast Railway Company under any transportation contracts; including without limitation upon the generality of the two foregoing enumerations, all railroad equipment commonly described as rolling stock and the contents of the same.

In furtherance of its obligation to indemnify, defend and save harmless, Contractor shall procure and keep in effect comprehensive general liability insurance in the limits of $5,000,000.00 each occurrence for bodily injury or death and $3,000,000.00 property damage each occurrence with a $5,000,000 aggregate covering all obligations of Contractor to indemnify the Railway by Contractual Assumed Liability Endorsement, with all railroad exclusives removed. Alternatively, Contractor may procure and keep in effect during the life of this construction contract, as aforesaid, Railroad Protective Liability Policies insuring the Railway directly as insured against losses and damages with the limits specified in this paragraph.

In addition to the above, Contractor shall, at its cost and expenses, maintain a Workman's Compensation Insurance Policy as required in the State of Florida.

All such insurance, directly or indirectly for the benefit of the Railway, shall be in a form satisfactory to Railway's Manager of Insurance and issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher.

EXHIBIT "D"

RESOLUTION NO. 245-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PLAT ENTITLED "THOUSAND OAKS", LOCATED ON THE WEST SIDE OF CONGRESS AVENUE, SOUTH OF SILVER BEACH ROAD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On February 13, 2002, the Planning & Zoning Board recommended approval of the Master Site Plan; and

WHEREAS, On April 2,2003, the City Council of Riviera Beach approved the Site Plan amendment application for the Congress Avenue Planned Unit Development; and

WHEREAS, DR Horton Homes, developer of the west side of the Congress Avenue PUD, has submitted the plat entitled "Thousand Oaks" for property located on the west side of Congress Avenue, south of Silver Beach Road.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the City approves the plat entitled "Thousand Oaks", which is attached as Exhibit "A".

SECTION 2. The Mayor, City Engineer, and City Clerk are authorized to sign the said plat.

SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Resolution No. 245-03
Page -2-

PASSED and APPROVED this 19th day of November, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

{MUNICIPAL SEAL}

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ATTEST:

ELIZABETH "LIZ" WADE,
COUNCILPERSON

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES,
COUNCILPERSON

Motioned By: E. Wade
Seconded By: D. Wilson

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

For

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 11/17/03

KatMMck
7.08.03

RESOLUTION NO. 246-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LIST BY CREATING THE UNCLASSIFIED POSITION OF MULTIMEDIA/RECORDS MANAGEMENT SPECIALIST UNDER THE ADMINISTRATIVE PLAN; AND AUTHORIZING THAT THE APPROVED 2003-2004 CITY CLERK BUDGET BE AMENDED BY DELETING THE UNCLASSIFIED POSITION OF RECORDS MANAGEMENT SPECIALIST; AND BY ADDING THE UNCLASSIFIED POSITION OF MULTIMEDIA/RECORDS MANAGEMENT SPECIALIST; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is most organizationally efficient for the City's Community Television Broadcast Operations to be managed and directed by the Office of the City Clerk as a natural extension of its public information efforts; and

WHEREAS, it has been determined that annual operational cost for Community Broadcast Operations could be reduced by reclassifying the vacant position of Records Management Specialist to Multimedia/Records Management Specialist; and in accordance with staff's recommendation, the City Council approved such action at its October 15, 2003 Regular City Council Meeting, Resolution No. 232-03 and Plan # 3; and

WHEREAS, the position of Multimedia/Records Management Specialist will incorporate essential records management functions as well as daily responsibilities for audio, visual and e-TV productions to effect broadcasting for the City Council and CRA Meetings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That the following administrative position be reclassified in the Fiscal 2003-2004 budget of the Office of the City Clerk as follows:

FROM:

JOB CLASSIFICATION LIST	POSITION	GRADE	SALARY
Administrative	**Records Mgmt Specialist**	**14**	**33,682** **52,208**

TO:

JOB CLASSIFICATION LIST	POSITION	GRADE	SALARY
Administrative	Multimedia/ Records Mgmt Spec	17	37,903 58,749

SECTION 2. This resolution shall take effect upon passage and approval by the City Council.

PASSED AND APPROVED this 19th day of November, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

RESOLUTION NO. 246-03
PAGE 3

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY

DATE: 11/12/03

RESOLUTION NO. 247-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT TO WASTE MANAGEMENT, INC. FOR EMERGENCY HAULING AND DISPOSAL OF DEBRIS DUE TO THE TORNADO OF AUGUST 7, 2003 IN THE AMOUNT OF $63,432.17; PAYMENT TO BE MADE FROM ACCOUNT NUMBER 607-0203-5190-3403 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, Palm Beach County, Florida had an excessive amount of debris after the tornado of August 7, 2003 and was in need of contractural assistance; and

WHEREAS, the debris piled up throughout the City after the tornado was a health and safety concern that had to be handled expeditiously; and

WHEREAS, Waste Management, Inc. rendered services in the amount of $63,432.17.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1. The City Council hereby approves the payment for emergency hauling and disposing of debris due to the tornado of August 7, 2003 to Waste Management, Inc.

SECTION 2. The City Council authorizes the Mayor and Finance Director to make payment in the amount of $63,432.17 from Account Number 607-0203-5190-3404.

SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 19th **day of** November**, 2003.**

RESOLUTION NO. 247-03
PAGE 2.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

(MUNICIPAL SEAL)

ATTEST

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

FOR

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/7/03

RESOLUTION NO. 248-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT 1251 WEST 3rd STREET, RIVIERA BEACH HEIGHTS, LOT 717, FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF $12,500.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located 1251 W. 3rd Street, Riviera Beach Heights, lot 717, was found to be in violation of the City's Code of Ordinances on June 25, 2001, pursuant to Case No. CEB 01-184; and

WHEREAS, code enforcement liens were filed against the property for non-compliance with the Special Master's order; and

WHEREAS, Case No. CEB 01-184 is in compliance; and

WHEREAS, the property located at 1251 W. 3rd Street is owned by Monique Brown; and

WHEREAS, Ms. Brown would like the City to accept a settlement in the amount of $2,500.00; and

WHEREAS, staff recommends the City Council reject the offer presented by Ms. Brown and settle for no less than $12,500.00 which covers the administrative costs; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement liens; and

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement lien on the subject property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and are hereby incorporated into this Resolution.

Section 2. The City Council hereby accepts the sum of $12,500.00 as

consideration for the release of the Code Enforcement lien hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this Resolution shall become null and void.

Section 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED this 19th **day of** November**, 2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned By: S. Blue
Seconded By: E. Wade

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

For

PAMALA HANNA RYAN, CITY ATTORNEY
Date: 11/23/03

RESOLUTION NO. 249-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT 809 WEST 4TH STREET, RIVIERA BEACH HEIGHTS ADD 3, LOT 408, BLK 000 FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF $5,000.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 809 W. 4th Street, Riviera Beach Heights, lot 408, blk 000, was found to be in violation of the City's Code of Ordinances on January 15, 2002, pursuant to Case No. CEB 02 -076; and

WHEREAS, Case No. CEB 02-076 is in compliance; and

WHEREAS, the property located at 809 West 4th Street is owned by Monique Brown; and

WHEREAS, Ms. Brown would like the City to accept a settlement in the amount of $2,500.00; and

WHEREAS, staff recommends the City Council reject the offer presented by Ms. Brown and settle for no less that $5,000.00 which covers the administrative costs; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement liens; and

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement lien on the subject property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and are hereby incorporated into this Resolution.

Section 2. The City Council hereby accepts the sum of $5,000.00 as consideration for the release of the Code Enforcement lien hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a

release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this Resolution shall become null and void.

Section 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED this 19th **day of** November**, 2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO- TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned By: S. Blue
Seconded By: E. Wade

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY
Date: 11/12/03

RESOLUTION NO. 250-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING A BUDGET IN THE AMOUNT OF $44,000 FOR THE ANNUAL DR. MARTIN LUTHER KING, JR. BIRTHDAY OBSERVANCE ACTIVITIES; AUTHORIZING THE TRANSFER OF $5,000 FROM THE GENERAL FUND SPECIAL ACTIVITIES ACCOUNT # 001-0203-519-0-5507 TO THE DONATION FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Dr. Martin Luther King, Jr. (MLK) committee has prepared and submitted to the City Council, with the City Manager's approval, the schedule of activities for the 2004 Dr. Martin Luther King, Jr. Birthday Celebration, commencing January 10, 2004 and ending February 18, 2003, that includes the renowned Bethune Cookman College band (BCC) participating in the parade and the battle of the Bands extravaganza; and

WHEREAS, the committee has had several strategic planning workshop sessions individually and with involved parties to ascertain the amount of monies needed to budget this affair so that the business of the event is conducted on sound business principles and has determined the amount of $44,0000 is necessary to operate the event and a total of $39,000 needs be raised to offset the original City budget of $5,000; and

WHEREAS, the City has set aside $5,000 of funding for this event in the General Fund, General Administration – Special Events Account; and

WHEREAS, additional funding will be raised through activities, fees for the parade, ads for the souvenir journal, and corporate sponsors; and

WHEREAS, the net proceeds from this project will be used towards future Dr. Martin Luther King, Jr. projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1. The Finance Director is hereby authorized to transfer $5,000 from the General Fund Special Activities account #001-0203-519-0-5507 to the Donations Fund.

SECTION 2. The Finance Director is hereby authorized to set up a budget 130 as follows:

REVENUES:

130366900 -	MLK Donations	$ 5,000
130347216 -	MLK Activity Fees	$34,000
130381001 -	Transfer from General Fund	$ 5,000
	TOTAL	**$44,000**

EXPENDITURES:

130123557203106 -	Professional Services	$22,000
130123557204701 -	Printing and Binding	$ 3,000
130123557205201 -	Operating Supplies	$19,000
	TOTAL	**$44,000**

PASSED AND APPROVED this 19th day of November, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

[MUNICIPAL SEAL]

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

Asst. CITY ATTORNEY

DATE: 11/17/03

RESOLUTION NO. 251-03

A RESOLUTION O F THE C ITY C OUNCIL O F T HE C ITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE COUNTYWIDE 800 MHZ SYSTEM – TEMPORARY ACCESS AGREEMENT FOR RADIO COMMUNICATION SERVICE FOR A PERIOD OF 5 YEARS, COMMENCING UPON THE SIGNING OF THIS AGREEMNT THROUGH FEBRUARY 21, 2008, WITH THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, AT A COST OF $140.94 PER RADIO UNIT ANNUALLY FOR AN APPROXIMATE COST OF $29,879.00 (212 RADIO UNITS); AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH THE NECESSARY ACCOUNTS AND BUDGET SO THAT PAYMENT IS MADE FROM STATE APPROVED $12.50 FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has desires to contract services with the Palm Beach County Board of County Commissioners for radio communication access; and

WHEREAS, the contract is to commence upon the date in which the agreement is signed and ending on February 21, 2008; and

WHEREAS, the Palm Beach County Board of County Commissioners has submitted a contract to establish service and access to Countywide 800MHz System at a cost of $140.94 per radio unit annually.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1. The City Council authorizes the Mayor and City Clerk to sign said agreement on behalf of the City.

SECTION 2. The Finance Director is authorized to establish the necessary accounts and budget for disbursement of the State Legislative approved $12.50 funds from the Palm Beach County Board of County Commissioners to cover costs associated with this Agreement.

SECTION 3. Authorize the Finance Director to make payment in the amount of $140.94 per radio unit for an approximate cost of $29,879 (212 radio units) to be paid to Palm Beach County Board of Count y Commissioners for accessing the 800 MHz System from State Legislative approved $12.50 funds.

SECTION 4. This Resolution shall take effect upon its passage and adoption by City Council.

PASSED AND APPROVED this 19th **day of** November, **2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

[MUNICIPAL SEAL]

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY:	E. Wade
SECONDED BY:	D. Wilson
D. SCHNYER	out
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

Asst. **CITY ATTORNEY**

DATE: 11/17/03

TEMPORARY ACCESS AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into this JAN 13 2004, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the CITY of RIVIERA BEACH, FLORIDA, a municipal corporation ("City")

WITNESSETH

WHEREAS, the County and the City are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the City; and

WHEREAS, the County has committed to purchase, design, install and operate an 800 MHz Trunked Radio System that meets the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the City have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the City can directly access the County's Radio System saving the taxpayers money of both the County and the City as well as the opportunity to receive the public safety benefit of interoperability; and

WHEREAS, connection to the County's System through a Municipal Hub is not feasible at this time and the City would like to reserve its options for long term connection to either the County system or another interoperable system; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows.

SECTION 1: PURPOSE

1.01 The purpose of this Agreement is to set forth the parameters under which the County will make access to its 800 MHz Trunked Radio System ("System") available to the City for a limited period of time at the end of which the City must elect to remain on the County System permanently or elect to leave the System. The City must make this election no later than February 21, 2008. This Agreement identifies the conditions of use during the Temporary Connection Period, the cost of access and on-going use, the costs associated with electing permanent access, and the ability of the City to participate in the operational decisions relating to the 800 MHz System.

1.02 Definitions

1.021 Common Countywide Talk Groups: Talk groups established on the County's communications system that are made available to municipalities and other non-County agencies.

1.022 City Equipment: Also known as "agency radios", are City owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's 800 MHz Trunked Radio System.

1.023 Microwave System: A communications system utilizing frequencies in the microwave range to route audio and control signals between sites in a multi-site communications system.

1.024 Prime Site: The location of the COUNTY's SmartZone™ Controller.

1.025 SmartZone Controller: The SmartZone Controller is the central computer that manages and controls the operation of the County's 800 MHz Trunked Radio System. The SmartZone Controller manages access to system features, functions, and talk-groups.

1.026 System: The 800 MHz Trunked Radio system funded, purchased, installed, maintained and owned by the County. The system includes fixed transmitting and receiving equipment, a microwave system for communications between sites, system control and management equipment, dispatch consoles, a SmartZone controller located at the prime site, and other related equipment.

1.027 System Administrator: An employee within the Communications Division of the Department of Facilities Development & Operations Department responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

1.028 Temporary Connection Period: The period of time between the effective date of this Agreement and February 21, 2008.

SECTION 2: ADMINISTRATION OF THE COUNTY'S SYSTEM AND USE PROCEDURES

2.01 The Palm Beach County Communications Division is charged with responsibility for administering the System. Within the Communications Division a position with the title of 800 MHz System Administrator will be the City's day to day contact and can be reached at 561-233-4417. The Communications Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Fire Rescue Dispatch Center on 561-712-6550 and the Dispatch Center will notify the on-call Communications' Division personnel.

2.02 The Network Administration Plan, as listed in Attachment 1, is to identify the general procedures for the management of the System and procedures for input into operating and technical policy development. The plan established the Countywide Radio System Steering Committee (CRSSC) who is responsible for overseeing and implementing the policies and procedures for the System.

2.021 The CRSSC is supported by User Committees in each discipline utilizing the System. The City shall assign representatives to attend User Committee meetings for each of the law enforcement, fire-rescue, and public works disciplines for which the City has subscriber units programmed on the system. Participants at these meetings will discuss all system maintenance and administration issues. As agreed to by the User Committee members, issues discussed and approved at the meetings shall be forwarded to the Network Administrator and/or the CRSSC for final approval and implementation.

2.03 The City shall follow all policies, procedures and standard operating procedures in place at the time of this Agreement, a list of which are included in Attachment 1 as well as those developed in the future and issued to the City by the System Administrator. The City agrees to comply with any enforcement actions required by these policies and procedures for mis-use or abuse of the County System.

SECTION 3: 800 MHz AND MICROWAVE SYSTEM MAINTENANCE PROGRAM

3.01 The County 800 MHz Trunked Radio System and Microwave System ten (10) 800 MHz transmit and receive sites with microwave equipment co-located at the site and three (3) microwave only sites that provide network connectivity as well as the ability to interconnect with co-located County owned dispatch equipment.

3.02 The County will perform routine and preventative maintenance on the System according to its established procedures. This maintenance includes trouble shooting and making all repairs on a 24/7/365 basis as well as performing preventive maintenance on the entire System including, but not limited to, radio and microwave equipment, control/management and alarm systems, towers and equipment shelters and backup power generators and air conditioners. The City will pay the County an annual charge of $140.94 per unit for maintenance of the System. The annual cost of maintenance will be reviewed every three (3) years starting January 3, 2003 and may be adjusted for the following fiscal year by notice to the City no later than April 1st, by the County's Facilities Development & Operations Department. In any case, the cost of maintenance to the City shall be equal to that charged to a County Department.

SECTION 4: FEES DURING THE TEMPORARY CONNECTION PERIOD

4.01 During the Temporary Connection Period, the City shall pay the annual system maintenance fees described in Section 3 of this Agreement.

4.02 In the event of a termination of this Agreement by the City, the maintenance fees will not be refunded for the remaining year.

4.03 In the event that the City pays for permanent connection pursuant to Section 5, the maintenance fees paid under this Agreement will be credited towards maintenance fees for those units as permanent connections for the remainder of the year.

4.04 In the event of termination of this Agreement by the County and with no fault of the City, the City shall be reimbursed the pro rata share of maintenance fees based on the date of termination. In the event of termination by the City, no maintenance fees will be reimbursed.

SECTION 5: LONG TERM CONNECTION OPTIONS

5.01 At any time during the Temporary Connection Period, the City may elect to permanently connect to the County's 800 MHz Trunked Radio System after executing a standard direct access agreement and after making the following payments to the County.

5.011 The City shall pay the County a one-time system access charge of $2,089 per unit. The City will be charged for each subscriber unit on the System at the time of conversion to permanent access. In the event of any termination of the Agreement during the first year after permanent connection, the County shall reimburse the City the one-time access charge. At any time after the first year of this Agreement, no access charges will be reimbursed.

5.012 The City shall pay the County the amount of $211.42 per unit per year for the Renewal/Replacement Fund, retroactive to the date that the City Equipment was first activated as a temporary access connection.

5.02 In the event that the City chooses to connect to the System on a long term basis, the City can elect to pay the fees described in Section 5.011 and 5.012 in periodic installments of any amount prior to February 21, 2008. The County will record those payments as "pre-payments" for the fees due pursuant to the future standard direct access agreement. However, the City will not be considered "permanently" connected until the standard direct access agreement is executed and all fees required pursuant to same have been paid.

5.03 This Agreement shall terminate upon permanent connection, but for the terms of Section 5.011 which shall survive for a period of one (1) year after termination.

SECTION 6: CITY RESPONSIBILITIES AND EQUIPMENT

6.01 The City Equipment will be 800 MHz mobile, portable, and control station equipment programmed for use on the System. The equipment used shall be compatible with Motorola 800 MHz SmartZone communication systems. Equipment other than that manufactured by Motorola shall be approved by the System Administrator prior to purchase by the City. The City shall be required to keep its equipment in proper operating condition and the City is solely responsible for maintenance of their radio equipment.

6.02 Within 15 days of the execution of this Agreement, the City is to provide the County with a single City Representative who is the City's single point of contact for matters relating to this Agreement.

6.03 Within 15 days of the execution of this Agreement, the City is to provide the County with a list of person/positions which are authorized to request programming changes to existing units and programming of new units. No programming will be undertaken by the City until requested in writing and approved by the System Administrator.

6.031 The City will only program talk groups into its radio that are authorized by the County to the City for its use. The City shall **not** program talk groups of other agencies into its radios without a letter of authorization. The System Administrator shall be provided with all such authorization letters from cities.

6.032 The City will be required to program the Common Countywide Talk Groups which reside on the System for use by the City for interagency communications into its radios. The calling talk groups, in addition to one operational talk-group for the applicable discipline shall be required as a minimum. The City may include additional Common Talk Groups as necessary to meet their operational requirements. These talk groups shall be in addition to the mutual aid channels required by the Florida Region Plan.

6.033 The City may request the use of encryption, but must obtain a letter of authorization from the Palm Beach County Sheriff's Office for use of the digital/encryption capabilities of the System. The System Administrator shall be provided with all such authorization letters.

6.034 If regionalized "Hub" systems are added to the County's 800 System and if required to maintain capacity on the County System, the City signing this Agreement may be requested to reassign their radios to one of the "Hub" Systems. If the City is requested to be reassigned, the City shall agree to reassign their radios to the a Hub providing that the County maintains the equivalent radio coverage within the City and the County pays to reprogram the City's radios.

6.04 The City shall receive certain access codes to the County's System and shall be responsible to safe guard the code information from release to unauthorized parties. The City understands that the access codes are not public records and will take all necessary steps necessary to treat the access codes as if they were confidential information. The City shall be responsible for notifying the System Administrator prior to, or within 2 hours of terminating employees or commercial service providers which had knowledge of the access codes so that the access codes can be modified and the System secured.

6.041 Service staff directly employed by the City shall be considered authorized to receive access and programming codes for the maintenance of the City's radio equipment.

6.042 Commercial service providers are not considered authorized to receive access or programming codes for the County system. Agencies that plan to use commercial services for their subscriber maintenance must include confidentiality requirements in their contracts with the commercial service providers. These requirements must be reviewed and approved (which approval will not unreasonably be withheld) by the System Administrator prior to the City executing its contract with a commercial service provider.

6.05 The City is solely responsible for the performance and the operation of City's equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning City owned equipment, the County will request the City Representative discontinue use of the specific device until repairs are completed. The County may, after proper notification and with the concurrence of the CRSSC, disable the equipment from the system after properly notifying the City in writing if the device is causing interference to the system. In the case of stolen or lost equipment, the City Representative will notify the County in writing or via e-mail authorizing the County to disable the equipment. The City will provide the Radio ID number and the serial number of the radio. The County will advise back via e-mail when the radio has been disabled. A request by the City to re-activate a disabled radio will also be required in writing via e-mail or fax to the County.

6.06 As of this time, the System does not support the use of roaming, private call, or telephone

interconnect. In the future the County may activate some or all of these features should the loading of the system allow. The City will not program these features into the City's radios. If roaming, private call, and/or telephone interconnect are allowed on the System in the future, the City may, at its own expense, reprogram the City's radios. The County will provide an amendment to this Agreement defining the uses and required programming should these features become available on the System.

6.07 The City will be required to provide to the County an initial inventory of the radios that are proposed to be programmed onto the County system. The City will provide the following information to the County:

1. Radio manufacturer and model numbers
2. Radio serial numbers
3. Requested aliases to be programmed.
4. List of any programming changes to the radio that are requested (ie: pursuant to Section 4.031 or 4.033)
5. Talk groups required
6. Common talk groups required
7. Other agency talk groups required

The County will then compile this information and transmit back to the City a matrix of the approved talk groups, aliases, and radio ID numbers prior to the City's radios being programmed into the County's 800 MHz system. The City will be responsible for adhering to the talk group and radio ID allocations set up by the County. The talk group and radio ID allocations set up by the County are shown on Attachment 2.

6.08 Nothing in this Agreement shall represent a commitment by the County or shall be construed as intent by the County to fund any portion of the City's Equipment.

SECTION 7: ANNUAL BUDGET INFORMATION TO BE PROVIDED

7.01 The County may review and update the fees and charges as identified in Sections 4 and 5, and transmit same to the City prior to April 1st of each year for the following fiscal year beginning October 1st. These revised fees and charges will be applicable for the upcoming fiscal year and will automatically become a part of this Agreement on October 1st of the applicable year.

7.02 The City will be responsible for estimating the number of units which it will have on the system for the upcoming fiscal year and budgeting accordingly based on the fees and charges described in Section 4. In order to assist the City, the County will compile a list of the active radios that the City has on the System in the current year and will transmit with the information described in Section 7.01 for information purposes only. The City shall be responsible for budgeting for any additional radios that it proposes to add to the system in the current fiscal year.

SECTION 8: BILLING SCHEDULE

8.01 Each November 15th, the County will invoice the City for the number of radios that were on the system as of the prior September 30th using the per unit fees and charges described in Sections 4 and 5 of the Agreement. If the effective date of this Agreement is between November 15th and September 30th, the City will be charged pursuant to Section 8.02

8.02 Any additional radios which the City requests to operate on the system will be charged fees for a full year pursuant to Section 3, regardless of the time of the year that the additional unit is programmed into the System.

8.03 Upon receipt of any invoice, the City will immediately review same and report any discrepancies to the County within 10 days of receipt. Payment will be due to the County within 30 days of receipt of the invoice. Payments shall be sent to:

Facilities Development & Operations
Fiscal Manager
3323 Belvedere Rd. Building 503
West Palm Beach, FL 33406
Attn: 800 MHZ Interlocal Agreement # _____, Invoice #_____

SECTION 9: FREQUENCIES

9.01 Upon execution of this Agreement, the City agrees to allow the County to co-channel license any 800 MHz frequencies licensed to the City which could be used as part of the County's 800 MHz voice or data systems. The County will request a letter from the City to the FCC and APCO allowing the County to license the City's 800 MHz frequencies at the County's 800 MHz tower sites. The County will be responsible for all engineering, coordination, and licensing costs required to implement the frequency (ies). During the term of this Agreement, the County will be responsible for the licensing and administration of the City's frequencies. The County may use these frequencies for any lawful purpose it deems appropriate during the term of this Agreement. The City will be required to cease using the frequencies during the time the Agreement is in effect unless negotiated with the County. Upon termination of this Agreement, the County will relinquish the co-channel licenses and remove the frequencies from service from the County's equipment or request the licensing of new frequencies as defined in Section 9.02. The City will then be allowed to resume use of its own or alternate frequencies for its communication needs.

9.02 If the County is utilizing the City's frequencies in one of the Hub's systems at the time of termination as defined in Section 9.01, the County may request the City accept an alternate frequency to avoid a disruption of the existing network. The County will assist the City in the required engineering, coordinating, licensing, and implementation of any alternate, if required. The City may remain on the County's system until the frequency license is granted by the Federal Communications Commission (FCC). Upon issuance of the license by the FCC, the City will have 90 days to migrate back to its own system.

SECTION 10: COUNTY RESPONSIBILITIES

10.01 The County shall be responsible for the maintenance and operation of the System. The County shall notify the City Representative in advance of scheduled maintenance which impacts the users of the System and shall respond to emergencies in the time frames and according to the procedures identified.

10.02 The County shall be responsible for all permitting, licensing, and fees associated with the operation of the System.

10.03 The County shall be responsible for the management of the Replacement Fund and through same, responsible for the capital replacement or expansion of System equipment and infrastructure.

10.04 The County shall maintain radio coverage within the City's municipal boundaries as described in the contract with Motorola throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures.

10.05 The County will provide notifications of system problems and time for system restoration to the City Representative within the time frames identified in Attachment 1.

10.06 The County shall be responsible for talk group and fleet mapping management in accordance with the procedures and policies set forth in Attachment 2.

SECTION 11: INDEMNIFICATION AND LIABILITY

The County makes no representations about the design or capabilities of the County System. The City has decided to enter into this Agreement and use the County's system on the basis of having interoperability with the County and/or other municipalities during times of mutual aid and/or joint operations. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgement or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the City which is providing such service and not with the other party to the Interoperability Agreement.

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence in connection with this Agreement, and County shall indemnify, defend and hold harmless the City against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

The terms and conditions of this Interoperability Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the City waive all remedies with respect to each other, including, but not limited to, consequential and incidental damages, but this waiver shall not apply to third parties.

The County agrees to use its best reasonable efforts to provide the City with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the radio communication system, or its fitness for the communication needs of the City.

Neither the County or the City shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio system itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based.

SECTION 12: OWNERSHIP OF ASSETS

All assets maintained under Section 6 of this Agreement will remain assets of the City at all times. Parts incorporated into assets owned by the City will immediately become a part of the asset and will be the property of the City. All other assets involved in the System will remain the County's, despite the City's financial contribution to their maintenance, renewal and replacement.

SECTION 13: TERM OF AGREEMENT

13.01 The term of the Temporary Connection Period shall commence upon execution of this Agreement and shall continue for a period no longer than February 21, 2008, until this Agreement is terminated pursuant to Section 15, or the City pays for permanent connection of City Equipment (pursuant to Section 5); whichever occurs first. At such time that the Town has paid for permanent connection of Town Equipment, the Town agrees to execute a standard direct access agreement with the County. The Town will be credited for all one-time connection charges required by the standard direct access charges for the Town Equipment for which the Town has paid for permanent access pursuant to this Agreement.

13.02 In the event that the City has not opted for permanent connection pursuant to Section 5 or otherwise terminated the Agreement by February 21, 2008; the City Equipment will be de-activated from the System at 0000 hours on February 22, 2008. The City will not be reimbursed for any payments made during the term of this Agreement.

SECTION 14: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment executed by both the Board of County Commissioners and the City Council.

SECTION 15: TERMINATION

This Agreement can be terminated by either party, with or without cause. Any termination shall be effective only on October 1st of any year and shall be with a minimum of six months notice. In the event of termination, repayment of financial contributions made by the City, to the County, will be made according to the applicable sections of this Agreement.

SECTION 16: ANNUAL BUDGET APPROPRIATIONS

The County's and City's performance and obligations to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the City Council.

SECTION 17: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
3323 Belvedere Road, Building 503
West Palm Beach, FL 33406

With a copy to:

800 MHZ System Administrator
3323 Belvedere Rd. Building 506
West Palm Beach, FL 33406

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the City:

City Manager
City of Riviera Beach
600 West Blue Heron
Riviera Beach, FL 33404

Police Chief
City of Riviera Beach
600 West Blue Heron
Riviera Beach, FL. 33404

SECTION 18: APPLICABLE LAW/ENFORCEMENT COSTS

This section shall be governed by the laws of the State of Florida.

SECTION 19: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 20: ENTIRE AGREEMENT

This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and City concerning the System. All representations, either oral or written, shall be deemed to be merged into this Agreement, Except as herein otherwise provided, no subsequent alternation, waiver, change or addition to this Agreement shall be binding upon County or City unless reduced to writing and signed by them.

SECTION 22: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of County or City officers.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

R2004 0096

ATTEST:

DOROTHY H. WILKEN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FLORIDA

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Karen T. Marcus, Chair

JAN 13 2004

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Dir. Facilities Development & Ops

ATTEST:
CITY CLERK

Deputy

By: _____ 11-19-03
CLAUDENE L. ROBINSON

CITY OF RIVIERA BEACH, FLORIDA

By: _____
Michael Brown, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
City Attorney

Attachment 1

PALM BEACH COUNTY
800 MHz RADIO COMMUNICATIONS SYSTEM
POLICIES AND PROCEDURES

June 2002

	Policy / Procedure Title	Last Revision Date
1.	Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2.	Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3.	Monitoring and Evaluation of 800 MHz System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4.	800 MHz Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5.	Reporting of Problems and Modifications of the 800 MHz System (O.P. # I-07)	Oct. 1, 2001
6.	Countywide Use of 800 MHz System During Times of Catastrophic Failure, which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7.	Network Maintenance and Administration Plan	Jun. 6, 2002

PALM BEACH COUNTY

800 MHz System TALK -GROUP / UNIT ALLOCATION TABLE

Talk Group and Unit ID Ranges

Range	Talk Group Range Start	Talk Group Range End	Talk Group Quantity	Modulation	Radio ID Range Start	Radio ID Range End	Radio ID Quantity
1	800001	800507	253	Digital	700000	708127	8127
2	800508	800511	2	Res. for Sys.	708128	708191	63
3	800512	801535	512	Resd. Future	708192	724575	16383
4	801536	802559	512	Analog	724576	740959	16383
5	802560	804095	768	Analog	740960	763535	22575

Revised: 08/31/03

PALM BEACH COUNTY 800 MHz System TALK -GROUP / UNIT ALLOCATION TABLE

Total: 2048 Total: 48000 *

* system limitation

AGENCY	TALK GRP PREFIX	MOD. TYPE	TALK GRP ALLOCATION	TALK GRP START	END	UNIT ID ALLOCATION	UNIT ID START	END	NOTES
ANOUNCEMENT GROUPS		Analog	50	801537	801635	N/A	N/A	N/A	
ANOUNCEMENT GROUPS		Digital	50	800001	800099	N/A	N/A	N/A	
PALM BEACH COUNTY AGENCIES									
Palm Beach County Sheriff's Office	PBSO	Analog	250	801637	802135	6000	724576	730575	1
Palm Beach County Sheriff's Office	PBSO	Digital	50	800101	800199	1000	700000	700999	1
Palm Beach County Fire-Rescue	PBFR	Analog	120	802137	802375	3000	730576	733575	1
Palm Beach County EMS	PBEMS	Analog	50	802377	802475	1000	733576	734575	1
Palm Beach County Public Works	PBPW	Analog	100	802477	802675	4500	734576	739075	1
Palm Beach County Public Works	PBPW	Digital	(Unassigned) 27	800293	800345	100	708027	708127	
NORTH COUNTY GROUP									
Town of Juno Beach	TJB	Analog	5	802677	802685	100	739076	739175	7
Town of Jupiter	TJP	Analog	30	802687	802745	600	739176	739775	7
Town of Jupiter Inlet Colony	TJIC	Analog	2	802747	802749	40	739776	739815	7
Town of Lake Park	TLP	Analog	20	802751	802789	400	739816	740215	3,6
Village of North Palm Beach	NPB	Analog	10	802791	802809	200	740216	740415	7
City of Palm Beach Gardens	PBG	Analog	60	802811	802929	1200	740416	741615	3,6
Village of Tequesta	VOT	Analog	10	802931	802949	200	741616	741815	8
NORTH CENTRAL GROUP									
Town of Cloud Lake	TCL	Analog	2	802951	802953	40	741816	741855	5
City of Glen Ridge	CGR	Analog	2	802955	802957	40	741856	741895	5
Town of Mangonia Park	TMP	Analog	3	802959	802963	60	741896	741955	7
Town of Palm Beach	TPB	Analog	25	802965	803013	500	741956	742455	3,6
City of Palm Beach Shores	PBS	Analog	3	803015	803019	60	742456	742515	5
City of Riviera Beach	CRB	Analog	30	803021	803079	600	742516	743115	7
AGENCY	**TALK GRP PREFIX**	**MOD. TYPE**	**TALK GRP ALLOCATION**	**TALK GRP START**	**END**	**UNIT ID ALLOCATION**	**UNIT ID START**	**END**	**NOTES**
City of West Palm Beach	WPB	Analog	100	803081	803279	2010	743116	745125	7
SOUTH CENTRAL GROUP									
City of Atlantis	COA	Analog	3	803281	803285	60	745126	745185	7
City of Greenacres	CGA	Analog	7	803287	803299	140	745186	745325	7
Town of Haverhill	THH	Analog	2	803301	803303	40	745326	745365	5
Town of Hypoluxo	THP	Analog	3	803305	803309	60	745366	745425	5
Town of Lake Clarke Shores	TLCS	Analog	2	803311	803313	40	745426	745465	7
City of Lake Worth	CLW	Analog	30	803315	803373	600	745466	746065	7
Town of Lantana	TLA	Analog	5	803375	803383	100	746066	746165	2

Revised: 08/31/03

Town of Manalapan	TMN	Analog	2	803385	803387	40	746166	746205	7
Village of Palm Springs	VPS	Analog	6	803389	803399	120	746206	746325	2
Village of Royal Palm Beach	RPB	Analog	18	803401	803435	360	746326	746685	7
Town of South Palm Beach	SPB	Analog	2	803437	803439	40	746686	746725	7
Village of Wellington	VOW	Analog	10	803441	803459	200	746726	746925	5
SOUTH COUNTY GROUP									
City of Boca Raton	CBR	Analog	40	803461	803539	800	746926	747725	3
City of Boca Raton	CBR	Digital	40	800365	800443	800	701000	701799	
City of Boynton Beach	CBB	Analog	26	803541	803591	520	747726	748245	3
City of Boynton Beach	CBB	Digital	32	800445	800507	800	701800	702599	
City of Boynton Beach	CBB	Digital	8	800347	800363				
Town of Briny Breezes	TBB	Analog	–	–	–	–	–	–	4
City of Delray Beach	CDB	Analog	20	803593	803631	400	748246	748645	3,6
City of Delray Beach	CDB	Digital	46	800201	800291	920	702600	703519	
Village of Golf	VOG	Analog	2	803753	803755	40	749846	749885	5
Town of Gulf Stream	TGS	Analog	2	803757	803759	40	749886	749925	2
Town of Highland Beach	THB	Analog	2	803761	803763	40	749926	749965	5
Town of Ocean Ridge	TOR	Analog	5	803765	803773	100	749966	750065	7
WEST COUNTY GROUP									
City of Belle Glade	CBG	Analog	18	803775	803809	360	750066	750425	7
City of Pahokee	CPK	Analog	4	803811	803817	80	750426	750505	7
City of South Bay	CSB	Analog	4	803819	803825	80	750506	750585	2

PALM BEACH COUNTY 800 MHz System TALK -GROUP / UNIT ALLOCATI

AGENCY	TALK GRP PREFIX	MOD TYPE	TALK GRP ALLOCATION	TALK GRP START	END	UNIT ID ALLOCATION	UNIT ID A START	END	NOTES
FEDERAL, STATE, ADJACENT COUN									
Broward County	BROW	Analog	-	-	-	1000	750586	751585	8
Broward County (Additional)	BROW	Analog	-	-	-	1000	754816	**755815**	8
Hendry County	HEND	Analog	-	-	-	500	751586	752085	8
State of Florida	STAT	Digital	16	800333	800363	500	703520	704019	
PBC School Board	SCHL	Analog	11	803923	803943	230	752086	752315	
Martin County	MART	Analog	-	-	-	1000	752316	753315	8
Martin County (Additional)	MART	Analog	-	-	-	500	753816	754315	8
Federal Users	FEDS	Analog	-	-	-	500	753316	753815	8
Parkland/Coral Springs	PARKCS	Analog	-	-	-	500	754316	754815	8
PBC Common Talk Groups	COMM	Analog	30	803945	804003	N/A	N/A	N/A	3
Total Assigned Talk Groups / Unit IDs		Analog	1174			30040			
Total Assigned Talk Groups / Unit IDs		Digital	226			4120			
Total Un-assigned Talk Groups / Unit ID		Analog	106			9833			
Total Un-assigned Talk Groups / Unit ID		Digital	27			4007			

Assumptions:

100% growth over life of system for all agencies.
Talk Groups assigned for every 20 units for public safety and every 30 for public works.
Only odd numbered talk groups are assigned.
Unit ID assignments are limited to 48,000 due to system capacity.

Notes:

1. Allotment based on information provided for fleet mapping and unit quantities in project SOW.
2. Allotment based on January 1998 survey.
3. Allotment based on information provided for fleet mapping.
4. Included with Ocean Ridge.
5. No information available. Talk group and unit ID allotment estimated.
6. Units per talk group less than 20 unit standard based on unit information provide in January 1998 survey.
7. Allotment based on quantities from January 2000 survey.
8. These agencies will utilize the "Common Talk Groups" for communications.
9. **Bolded ID is the last block assigned**

* Indicates break in sequence denoting reserve of assigned talk groups and unit IDs.

File: G 800MHz\talk group - unit ID allocation.wb3

RESOLUTION NO. 252-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EXPENDITURE OF $804,170 TO PAY FOR MOTOROLA COMMUNICATION RADIO PURCHASE AND UPGRADE FROM THE 2001 COP GRANT NO. #142-0817-521-0-6405 and from the Capital Improvement Fund #305-0817-521-0-6405; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department is requesting the purchase of Motorola portable and console 800 MHz radios; and

WHEREAS, this added equipment will assist the City of Riviera Beach Police Department, Fire & Emergency Medical Rescue Department, as well as the Public Utilities Departments, in the response to major incidents and day-to-day public safety service calls; and

WHEREAS, the Palm Beach County SmartZone System radio system, furnished by Motorola, provides for effective and coordinated response to serious natural disasters, such as hurricanes, tornados and major tragic events through radio interoperability, which is the ability to communicate by radio between emergency response agencies dynamically, on demand; and

WHEREAS, this purchase will be made using an existing bid awarded to Motorola Corporation by the Palm Beach County Board of County Commissioners; and

WHEREAS, the City Council approves funding for the Motorola Radio from the 2001 COP Grant budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1: The City Council authorizes staff to purchase the one hundred twenty five (125) Motorola Model II portable radios, four (4) Motorola Gold Elite Radio Consoles, and twenty (20) LTS 2000 3Watt 80 Mode portable radios for a total amount of $16,790 from Motorola Corporation. The cost of each Motorola XTS 5000 digital encryption portable radio is $3495.20; each Motorola XTS 5000 analog portable radio is $2291.50; making a total for the portable radios $316,530; four (4) Motorola Gold Elite Radio Consoles, $470,850; and twenty (20) LTS 2000 3Watt 80 Mode portable radios, $16,790 for a total of $804,170 from Motorola Corporation.

SECTION 2: The City Council authorizes the Finance Director to pay this amount from the 2001 COP Grant budget account number #142-0817-521-0-6405 and from the Capital Improvement Fund #305-0817-521-0-6405.

SECTION 3: This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 19th **day of** November**, 2003.**

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

[MUNICIPAL SEAL]

SYLVIA LEE BLUE,
CHAIRPERSON PRO-TEM

ATTEST:

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES
COUNCILPERSON

MOTIONED BY:	E. Wade
SECONDED BY:	A. Iles
D. SCHNYER	out
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

ASSISTANT CITY ATTORNEY

DATE: 11/17/03

RESOLUTION NO. 253-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SHORT TERM LOAN FROM THE WATER AND SEWER FUND TO THE STORMWATER UTILITIES FUND 460-1127-5410-6455 IN THE AMOUNT OF $199,604.00, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE FROM THE WATER AND SEWER FUND 401-00-399999 TO THE STORMWATER UTILITY FUND 460-1127-5410-6455, AUTHORIZING THE PURCHASE OF TWO AQUATECH B-10 SEWER CLEANERS FROM PAT'S PUMP & BLOWER, INC. OF ORLANDO, FLORIDA 32805 AT A COST OF $198,630.00 FOR THE UTILITIES DEPARTMENT AND $199,604.00 FOR THE STORMWATER UTILITIES DIVISION, AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE RESPECTIVE EXPENDITURE FUND ACCOUNT NUMBERS 401-1438-5350-6455 AND 460-1127-5410-6455; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utilities Department's current sewer cleaner needs to be replaced because it is beyond its useful life and repair cost; and

WHEREAS, the Stormwater Utilities Division will not have enough funds available to purchase a stormsewer cleaner until the end of FY 2004, and a loan is necessary to purchase this equipment now; and

WHEREAS, the Stormwater Utilities Division will have the funds available to repay the loan from the Water and Sewer Fund by the end of FY 2004; and

WHEREAS, the City can piggyback off the Escambia County Utilities authority Purchase Order Contract Number 03027 to purchase sewer cleaners from Pat's Pump & Blower, Inc.; and

WHEREAS, the City Council of the City of Riviera Beach, Palm Beach County, Florida does hereby accept the Utilities and Public Works Departments' recommendations and approve the purchase of two Aquatech B-10 Sewer Cleaner from Pat's Pump & Blower, Inc. of 630 West Church Street, Orlando, Florida 32805; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1. That the City Council approves the short term loan in the amount of $199,604.00, appropriating fund balance from the Water and Sewer Fund 401-00-399999 to the Stormwater Utility Fund 460-1126-5410-6455 to be repaid prior to the end of FY 2004.

SECTION 2. That the Utilities and Public Works Departments are authorized to purchase two Aquatech B-10 Sewer Cleaner from Pat's Pump & Blower, Inc. in the amounts of $198,630.00 and $199,604.00 in accordance with the attached quote.

SECTION 3. That City Council authorizes the Mayor and City Clerk to enter into Materials and/or Services Contract with Pat's Pump and Blower, Inc. to purchase these storm sewer cleaners.

SECTION 4. That payment for the above B-10 Sewer Cleaner be made to Pat's Pump & Blower, Inc. from Expenditure Fund Account Numbers 401-1438-5350-6455 and 460-1127-1438-6455.

SECTION 5. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 19th **day of** November**, 2003.**

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

ATTEST

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: D. Wilson

D. SCHNYER	out
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

FOR
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/13/03

MATERIALS AND/OR SERVICE CONTRACT

THIS AGREEMENT made and entered into this 19th day of November, 2003 by and between **Pat's Pump & Blower, Inc.,** hereinafter referred to as **"Independent Contractor,"** whose mailing address is 630 West Church Street, Orlando, Florida 32805 and the **City Of Riviera Beach, Florida,** a municipal corporation, hereinafter referred to as **"City,"** whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, (Escambia County Utilities Authority) posted an Invitation to Bid, to wit, Bid No.: 2002-56, hereinafter the "Bid" for Large Mobile Catch Basin and High Velocity Combination Sewer Cleaner, ("Sewer Cleaner") the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, Independent Contractor was the successful responsible bidder; and

WHEREAS, the Bid allowed for and encouraged the successful bidder to extend such terms and conditions to other governmental agencies; and

WHEREAS, Independent Contractor desires to extend such to the City.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.

2. To the extent that there exits a conflict between the Bid and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

3. That the City does hereby retain the services of the Independent Contractor for the purpose of supplying two Sewer Cleaner.

4. The City agrees to compensate the Independent Contractor in accordance with the fee proposal set forth in Exhibit "A". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for this item.

5. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor.

6. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

7. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

8. The Independent Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Agreement.

9. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

10. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

11. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

12. Time is of the essence in all respects under this agreement.

13. Failure of the City to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

BY: _____
MICHAEL D. BROWN
MAYOR

INDEPENENT CONTRACTOR

BY: _____
KEVIN A. FENDER
VICE PRESIDENT
PAT's Pump + Blower Inc

ATTEST:

(SEAL)

BY: _____
CARRIE WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____ FOR
PAMALA H. RYAN
CITY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
DON JACOBOVITZ,
PUBLIC WORKS DIRECTOR

DATE: 11/13/03

RESOLUTION NO. 254-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH OCAMPO & ASSOCIATES INC., TO PROVIDE ARCHITECTUAL AND RELATED PROFESSIONAL SERVICES FOR THE REVITALIZATION OF THE DAN CALLOWAY RECREATION COMPLEX AND IMPROVEMENTS TO VARIOUS COMMUNITY PARKS; AUTHORIZING PAYMENT FOR SUCH SERVICES; AND PROVIDING FOR AND EFFECTIVE DATE.

WHEREAS, Staff solicited Requests for Proposals for Architectural Services for the revitalization of the Dan Calloway Recreation Complex and improvements to various community parks throughout the City; and

WHEREAS, The selection committee interviewed and evaluated four (4) firms which responded to the RFP; and

WHEREAS, The company Ocampo and Associates, Inc. of Plantation, Florida was selected as the top ranking firm to provide Architectural and related professional services for the Dan Calloway Recreation Complex and various community parks.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are authorized to execute the agreement with Ocampo and Associates.

SECTION 2. That the Finance Director is authorized to make payment from account No. 309-1234—572-0- 3104.

PASSED AND APPROVED this 19th **day of** November **2003**

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIRPERSON PRO TEM

DONALD R. WILSON,
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER	nay
S. BLUE	aye
D. WILSON	out
E. WADE	aye
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

Interim CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 11/7/03

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 19th day of November, 2003, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and OCAMPO & ASSOCIATES INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 59-2479379.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Architecture for the revitalization and improvement of various municipal parks and related assignments mutually agreed to by the **CITY** and **CONSULTANT**, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

This contract shall expire two (2) years from the date of execution and may be renewed for two (2) additional twelve (12) month periods.

The CITY'S representative/liaison during the performance of this Contract shall be John L. Williams, Director of Recreation and Parks, telephone number 561-845-4070.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services within 10 days from notice to proceed and complete all services based on individual project schedules to be determined at a later date and which will become part and parcel of this contract.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set in the individual project schedule.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with the fee proposal set forth in Exhibit "B" attached hereto and incorporated by reference herein. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this contract shall be itemized and invoiced separately. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the

been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

C. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the City of Riviera Beach Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged in the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon twenty-one (21) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The CONSULTANT agrees that that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT'S personnel (and all Subcontractors) while on City premises, will comply with all City requirements governing conduct, safety, and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - M/WBE PARTICIPATION

M/WBE shall have the opportunity to participate in this project. Proposers are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the City's policy, the CONSULTANT further agrees to hire other minority sub-contractors to work on this project.

In accordance with the City of Riviera Beach M/WBE Ordinance #2412, as amended, the CONSULTANT agrees to the M/WBE participation for this contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the City to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City of Riviera Beach City Council.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000 per occurrence.

C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $500,000 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

E. The CONSULTANT shall maintain during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

F. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an Additional Insured".

ARTICLE 12 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act including gross negligence, omissions and misconduct of the CONSULTANT, its agents, servants, or employees in the performance of services under this Contract. Nothing contained in this provision shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

The CITY agrees that CONSULTANT, shall have no responsibility for any portion of the project designed by the CITY's other consultants, if any. CONSULTANT shall not be required to check or verify CITY's consultants' construction documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statues, ordinances and regulations.

CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

The CONSULTANT shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONSULTANT.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected

provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that is has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES

The CONSULTANT warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged

breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S.287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the City of Riviera Beach.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Riviera Beach
Attn. John L. Williams
1621 W. Blue Heron Blvd.
Riviera Beach, Florida 33404

and if sent to the CONSULTANT shall be mailed to:

Ocampo & Associates
Attn. Raul Ocampo Jr.
Fountains Professional Center
817 South University Drive
Suite 109
Plantation Florida 33324

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28- Modifications of Work.

ARTICLE 31 – TIME

Time is of the essence in all respects under this agreement.

ARTICLE 32 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever

the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 33 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 34 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 35 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

BY: _____
MICHAEL D. BROWN,

MAYOR

OCAMPO & ASSOCIATES

BY: _____
RAUL OCAMPO JR,

PRESIDENT

ATTEST:

BY: _____ for
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____ FOR
PAMELA RYAN,
CITY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
JOHN L. WILLIAMS,
DIRECTOR OF PARKS & RECREATION

DATE: 11/07/03

Exhibit A

General Scope Work

Ocampo and Associates, Inc. will provide the City of Riviera Beach (the City) with professional consulting services as requested by the City. Each request for services will be on a Work Order basis, with each Work Order containing a specific scope of service, negotiated fee and schedule. Each Work Order will be governed by the "Contract For Consulting/Professional Services" entered into between Ocampo & Associates and the City. The general areas of services to be provided by Ocampo & Associates are as follows:

1. Prepare detailed construction plans, specifications, details and cost estimates, for improvements to certain parks as directed by the City.

2. Conduct field observation of construction work when directed by the City.

3. Assist Recreation Department staff in reviewing development projects, environmental compliance and grant applications.

4. Identify the short and long term needs and recommend additional projects to meet City's future recreation needs.

Exhibit B

Employee Classification	Hourly Rate
Principal	$220
Project Manager	$135
Architect/Engineer	$100
CADD Design	$55.00
Clerical Support	$25.00

In the event that it is determined that a Work Order will be undertaken on a Lump Sum Basis, the Consultant shall submit to the City for their approval a detailed Scope of Service with an hourly staff estimate for each portion of the scope. The Consultants Lump Sum Fee shall be determined based on the actual hourly rates of the Consultants employees as indicated above.

Progress Invoices - No later than the 20th day of every month, the CONSULTANT shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract. All payments will be made in accordance with article 3 of the contact.

Progress Payments - Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONSULTANT ninety percent (90%) of the value based on the CONSULTANT's estimate and invoice, as approved by the CITY representative. .

ONE TIME SERVICES – All revisions or changes to the original layout / design drawings caused by change of mind, concept, approving agency comments, or Municipal/County Review Committee other than Building Department Plan Review that are not a code violation, shall be considered as additional services and billed accordingly. Rates are subject to change in January of each year.

REIMBURSABL EXPENSES

Printing will be reimbursable at the rate of $1.50 per sheet (24x36), $2.25 per sheet (30x42). All computer plots and reproducibles will be reimbursable at $12.50 each and photocopies at .25 cents each. All other "Out of Pocket" expenses will be billed at 1.2 times direct cost and become due and payable when billed. Rates are subject to change in January of each year.

RESOLUTION NO. 255-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF RIVIERA BEACH FOR $1,000,000.00 FOR STATE FM # 2297-44-38-01 FOR THE DESIGN SERVICES OF RELOCATED SR-5/US-1 FROM THE NORTH END OF THE SKYPASS BRIDGE TO BLUE HERON BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Policy 1.1.9 of the City of Riviera Beach Comprehensive Plan states that the City shall incorporate design features into the realignment of U.S. 1 to minimize access and optimize carrying capacity to mitigate the impacts from the CRA redevelopment, and consider constructing U.S. 1 as a six lane roadway; and

WHEREAS, the City has approved a Redevelopment Plan (the "Plan") pursuant to Part III, Chapter 163, Florida Statutes, as amended (the "Redevelopment Act"); and

WHEREAS, the State of Florida Department of Transportation (FDOT) and the City of Riviera Beach are desirous of entering into a Joint Participation Agreement (JPA) to make certain improvements for the design and preparation of Roadway Construction Plans for the SR-5/US-1 relocation from the north end of the Skypass Bridge to Blue Heron Boulevard; and

WHEREAS, the improvements are in the best interest of the City; and

WHEREAS, the City has contracted Kimley-Horn and Associates, Inc. to perform professional/consulting services on behalf of the City of Riviera Beach and will act as the City's consultant in preparing the design for the US-1 Relocation Project and will conduct duties outlined in the Scope of Services included in the agreement; and

WHEREAS, The JPA is attached to this Resolution as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the City will be responsible for the design and preparation of the roadway construction plans in connection with the relocation of SR-5/US-1:

SECTION 2. That the Mayor and City Clerk are authorized on behalf of the City to enter into a Joint Participation Agreement with the State Department of Transportation for State FM # 229744-2-38-01.

SECTION 3. This Resolution shall take effect immediately upon its passage.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 255-03
PAGE -3-

PASSED AND APPROVED this 19th day of November, 2003

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: A. Iles

D. SCHNYER: aye
S. BLUE: aye
D. WILSON: out
E. WADE: aye
A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/24/03

C: jpa agreement/ MMcK/sl
11 5.03

RESOLUTION NO. 256-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE USE OF FUNDS IN THE AMOUNT OF $166,235.49 FROM ACCOUNT #308-0203-519-0-4602 AND $27,000 FROM ACCOUNT #305-1336-571-9-6405 TOTALING $193,235.49 TO ACCOUNT NO.308-1233-572-0-6201 TO COVER COSTS ORIGINALLY PLANNED TO BE COVERED BY THE FAMILY AQUATICS CENTER CONTINGENCY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach City Council approved Resolution #118-01, which approved the establishment of a 5% contingency equal to $169,500 for the construction of the Family Aquatics Center; and

WHEREAS, the City Manager is authorized in resolution #118-01 to make payment s for Change Orders up to 5%; and

WHEREAS, during the reconciliation of the expenditures for the Family Aquatics Center it was determined that the contingency fund for the Family Aquatics Center was never funded; and

WHEREAS, the City Council approved Resolution #207-02 extending the contract with MPA, Inc for Design & Inspections of the Life Guard additions.

WHEREAS, $166,235.49 is available in account #308-0203-519-0-4602 and $27,000 is available in account #305-1336-571-9-6405 totaling $193,235.49; and

WHEREAS, the accounts recommended for reallocation are required to be spent by December 2003 as part of the 2001 Structural Improvement Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA

SECTION 1: The Finance Director is authorized to use funds as follows:

Structural Improvement Account	#308-0203-519-0-4602	$166,235.49
Structural Improvement Account	#305-1336-571-9-6405	$ 27,000.00

Reallocating the total sum of $193,235.49 to the Aquatics Center Account #308-1233-572-0-6201 to make payment for authorized change orders and Additional Architectural Services.

SECTON 2: This Resolution shall take effect upon its passage and approval by City Council.

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PASSED and APPROVED this 19th day of November, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: A. Iles

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date:

RESOLUTION NO. 257-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DEMOLITION OF A CITY OWNED BUILDING AT 2214 AVENUE E ANNEX; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PALM BEACH COUNTY PROPERTY OWNER'S CONSENT AND AUTHORIZATION TO DEMOLISH FORM; AND PROVIDING AN EFFECTIVE DATE.

TABLED @ DECEMBER 3, 2003 REGULAR CITY COUNCIL MEETING

RESOLUTION NO. 258-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DIRECTING THE CITY CLERK TO NOTICE AND PREPARE FOR THE MUNICIPAL ELECTIONS TO BE HELD TUESDAY, MARCH 9, 2004, 7:00 AM UNTIL 7:00 PM WITHIN THE MUNICIPAL BOUNDARIES TO FILL THE EXPIRED SEATS TO WIT: COUNCIL DISTRICT TWO (2); AND COUNCIL DISTRICT FOUR (4) RESPECTIVELY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the amendment to the Charter of the City of Riviera Beach and its Code of Ordinances provides for elections to be held on the second Tuesday in March of each year for the electorates to fill the office at such time; and

WHEREAS, if such offices are not filled at such time, the City Clerk shall continue with the Run-off Elections to be held on the fourth Tuesday in March, and the one who then obtains a majority shall deemed elected to such office; and

WHEREAS, in the year 2004 there are two offices to be filled at the Municipal Elections to be held in the city Tuesday, March 9, 2004.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

SECTION 1. That the Municipal Elections shall be held and is hereby ordered to be held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 AM and 7:00 PM on the 9th day of March, 2004 for the purpose of electing qualified candidates as provided by law for District Two (2) and District Four (4) respectively. District 2 and District 4 shall file within the district in which they have resided in for one year, as of January 27, 2004.

SECTION 2. The Palm Beach County Supervisor of Elections shall provide for use of the voting equipment, process and canvass absentee ballots for said elections.

SECTION 3. The City Council hereby authorizes the Palm Beach County Supervisor of Elections in conjunction with the manufacturers of the voting equipment to train the Poll workers appointed by the Riviera Beach City Clerk to facilitate the designated precincts in the City of Riviera Beach. If the run-off election is necessary, the City Clerk of the City of Riviera Beach is hereby authorized to proceed as scheduled.

SECTION 4. Immediately after closing of the polls on the day of said elections, the clerks of each precinct shall certify the returns thereof to the Riviera Beach City Clerk.

SECTION 5. The Riviera Beach City Council hereby appoints City Clerk Carrie E. Ward, Councilpersons Donald Wilson, Elizabeth Wade, and Ann Iles as the Canvassing Board. Palm Beach County Supervisor of Elections appointed as an additional member to the Riviera Beach Canvassing Board to fulfill significant responsibilities.

SECTION 6. The Riviera Beach Canvassing Board shall convene March 17, 2004 to accept the March 9, 2004 Election results as certified by the City Clerk.

PASSED AND ADOPTED this 3 day of December, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

12/03/03

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER: aye

S. BLUE: aye

D. WILSON: aye

E. WADE: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY

Lillie Killett FOR

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/3/03

RESOLUTION NO. 259-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT FOR PROFESSIONAL SERVICES TO THE NUMBER ONE RANKED FIRM, ASSET PROPERTY DISPOSITION (APD), INC., FOR THE PREPARATION OF SECTOR PLANS FOR FOUR (4) DISTINCT AREAS OF THE CITY IN THE AMOUNT OF $100,000; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE GENERAL FUND ACCOUNT #001-00-399999 AND SET UP A BUDGET FOR SAME, ACCOUNT #001-0717-515-0-3106; AUTHORIZING PAYMENT FROM SUCH ACCOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach invited consultants to submit Request for Proposals (RFP) to prepare a sector plan for four (4) areas of the City; and

WHEREAS, the RFP's were received on May 2, 2003 from Calvin Giordano & Associates; APD, Inc.; RMPK Group; and Denise Meredith & Associates: and

WHEREAS, each firm was interviewed by the Selection Committee and ranked accordingly; and

WHEREAS, APD, Inc., was ranked higher and is more qualified to perform the work under this contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA AS FOLLOWS:

SECTION 1: That APD, Inc. has been awarded the professional services contract to prepare the Sector Plan for four (4) areas of the City of Riviera Beach.

SECTON 2: That the Finance Director is authorized to appropriate fund balance in the general fund Account #001-00-399999 and set up a budget Account #001-0717-515-0-3106 in the amount of $100,000 for payment of professional consulting services as more fully set forth in the contract.

SECTION 3: That the Mayor and City Clerk are authorized to execute the contract.

SECTION 4: That this Resolution shall take effect upon its passage.

PASSED and APPROVED this 03 day of December, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: A. Iles

D. Schnyer	out
S. Blue	aye
D. Wilson	aye
E. Wade	aye
A. Iles	aye

Reviewed as to Legal Sufficiency

FOR

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 11/26/03

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2003, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Asset Property Disposition, Inc.., [ ] an individual, [ ] a partnership, [x] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 58-2025292.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Preparation of Four Sector Plans and other assignments mutually agreed to by the CITY and CONSULTANT, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

This contract shall expire _____ from execution of original contract _____ days notice is given to the CONSULTANT by the CITY.

The CITY'S representative/liaison during the performance of this Contract shall be Mary McKinney, telephone number 561-845-4060.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services within 10 days from notice to proceed and complete all services based on individual project schedules.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with the fee proposal set forth in Exhibit "B" attached hereto and incorporated by reference herein. The total and cumulative amount of this contract shall not exceed the amount of funds budgeted for these services. The CITY shall reimburse the CONSULTANT an amount equal to the audited "Allocation Office Expense" as approved by the CITY. This allocation amount shall be indicated on Exhibit B attached hereto. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this contract, including, but not limited to, bulk printing charges in excess of 100 sheets shall be

itemized and invoiced separately. The CITY shall not reimburse the CONSULTANT for any travel costs incurred, nor will the CITY reimburse the CONSULTANT as a direct result of the CONSULTANTS providing deliverables to the CITY in pursuance of the General Scope of Work contained in Exhibit "A", attached hereto and made part hereof.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

C. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the City of Riviera Beach. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. No mileage will be reimbursed to the CONSULTANT. Normal duplication charges shall be included in the allocation. In the event that printing is required for documents in excess of 100 sheets, the CONSULTANT will receive approval from the CITY prior to proceeding. The request for printing to the CITY will describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged in the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully

qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "B", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with standard of care used by similar professionals in the community.

The CONSULTANT agrees that that it is fully responsible to the CITY for the negligent acts, omissions, recklessness and intentional misconduct of subcontractors and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT'S personnel (and all Subcontractors) while on City premises, will comply with all City requirements governing conduct, safety, and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - M/WBE PARTICIPATION

M/WBE shall have the opportunity to participate in this project. Proposers are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the City's policy, the CONSULTANT further agrees to hire other minority sub-contractors to work on this project.

In accordance with the City of Riviera Beach M/WBE Ordinance #2412, as amended, the CONSULTANT agrees to the M/WBE participation for this contract and agrees to abide

by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT incorporates Schedule 1 (Participation of M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar value of the M/WBE participation on Schedule 1 agreeing to perform the contract at the listed dollar value.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the City to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City of Riviera Beach City Council.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000 per occurrence.

C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $500,000 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

E. The CONSULTANT shall maintain during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

F. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 12 - INDEMNIFICATION

The CONSULTANT agrees that that it is fully responsible to the CITY for the negligent acts, omissions, recklessness and intentional misconduct of subcontractors and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

The CONSULTANT further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any recklessness or intentional misconduct of the CONSULTANT not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

The CONSULTANT shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONSULTANT.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business

association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of

indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials in a hard copy and electronic format prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES

The CONSULTANT warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S.287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the City of Riviera Beach.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Riviera Beach
Attn. Mary McKinney, Director of Community Development
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

and if sent to the CONSULTANT shall be mailed to:
Asset Property Disposition, Inc. c/o Jesse Wiles
118 West Adams Street, Suite 500
Jacksonville, Fl. 32202-3828

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28- Modifications of Work.

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

Not Applicable

ARTICLE 32 – TIME

Time is of the essence in all respects under this agreement.

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 35 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who

was more responsible for its preparation.

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

AGREEMENT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

BY: _____
MICHAEL D. BROWN
MAYOR

Asset Property Disposition, Inc.

BY: _____
O. Jesse Wiles
President

ATTEST:

BY: _____
CARRIE E. WARD, MMC,
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____ For
PAMALA H. RYAN,
CITY ATTORNEY

DATE: 11/25/03

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
MARY MCKINNEY, DIRECTOR
DEPARTMENT OF COMMUNITY DEVELOPMENT

Exhibit A

General Scope of Work:

Riviera Beach Sector Plan Development Phase

(Estimate Time: 150 Days)

TASK ONE: PROJECT DEFINITION & MANAGEMENT

1.1 Meeting with the Client Team

An introductory meeting will be held with the City Staff (Client Team) for the purpose of familiarizing the Consulting Team with the project, to review the work plan and the schedule. This will include refining the project scope, refining the community participation process, identifying the major stakeholders, interviewing major stakeholders, and obtaining recommendations regarding the Kick-off meeting. Additionally, this meeting should create a list of Citizens Planning Team members (one Citizens Planning Team for each Sector), which the City will invite to participate in the planning process for the duration of the project.

Deliverables: Report outlining the following information:

- The refined project scope and work plan;
- Stakeholders profile
- A refined community participation process; and
- A "contact list" to be distributed to the Client Team and the consulting team to aid in project efficiency and coordination.

1.2 Guided Tour of Study Area

The Consultant Team and the City Staff shall participate in a guided tour of each Sector Plan Study Area. The purpose of the tour would be to facilitate a preliminary understanding of the issues facing the residents and stakeholders prior to our meeting with the community. Early discussion of the issues and opportunities would give our Team a "jump start" on the project.

1.3 Formation /Meeting of the Citizens Planning Team / Stakeholder Interview

The Team will organize and hold 2 to 4 meetings with the Citizens Planning Team of each Sector study area to review and expand upon the results of the Kick-Off Meeting. Additionally, the meeting would facilitate data collection for the Consultant Team; provide a convenient time to conduct interview sessions with select stakeholders to identify key areas of attention, and other important issues. The respective Citizen Planning Teams will review all work completed and provide input to the Consultant Team.

Citizen Planning Team meetings will include:

- Workshop exercises that will enable the residents and stakeholders to create their own development scenarios for the Study Area, and to create their vision statements;

- Preliminary development scenarios for each Sector that will take into consideration:

  - Traffic/pedestrian/bicycle circulation and connectivity;
  - Public Transit;
  - Land Use;
  - Focal points for redevelopment;
  - Focal points for revitalization and conservation; and
  - Focal points to expand on the City's historic resources.

- Deliverable: A report analyzing the scenarios and accompanying maps that takes into consideration the vision of the residents/stakeholders and blends this vision with the professional opinions and expertise to the Consultant Team.

TASK TWO: DATA COLLECTION, CONDITIONS INVENTORY, & GENERAL STUDY AREA PROFILE

2.1 Data Collection & Base Map Preparation

The Consultant Team will ***review existing plans and documents*** provided by the City or its Departments on public and private developments and improvements, including but not limited to the following:

- Infrastructure needs & future improvements
- Storm water conveyance and retention
- Planned and recent developments
- Community facilities (Public & Private)
- Street improvements
- Crime patterns
- Retail centers & potentially underserved areas
- Public transit & future needs
- Land use
- Transportation demand
- Existing housing conditions
- Market Studies

Using available data sources supplied by the City of Riviera Beach, the Consultant Team will prepare a series of illustrative graphics to depict recommendations for improvements. Illustrative graphics will include data on land use, building conditions, and zoning for each of the four Sectors. **If the City can supply base maps in an AutoCAD and GIS format the Consultant Team will use maps provided by the City to facilitate the development of the illustrative graphics.**

Deliverable: A series of Illustrative graphics to present key data on existing conditions in each Sector. This information will serve as a foundation for implementation decision making. **The illustrative graphics will be used as part of presentations to the Citizen Planning Team, Client, and key Stakeholders as the basis for developing project recommendations.**

2.3 Analysis of Conditions and Opportunities

The Consultant Team will conduct an analysis of each Sector area that includes

- Land use
- Traffic patterns
- Infrastructure
- Growth patterns
- Opportunities for connectivity
- Housing supply and demands **(included by not limited to information provided through the ERA Market Study)**
- Development of mixed-use activity centers
- Current new construction strategies
- Housing rehabilitation strategies as a key component
- Existing neighborhood gateways
- Proposed street improvements, and
- Existing regulatory environment through which the recommendations could be implemented.

In an effort to develop recommendations that build on the strengths of each Sector, the Consultant Team will include an assessment of the overall character and design of each Sector, and will assess the impacts of the existing land uses (including vacant lots suitable for new construction), infrastructure, housing rehabilitation strategies and traffic activity as factors that influence housing and community development implementation strategies.

Deliverable: A Community Profile: A report and map(s) of the overall analysis (including housing rehabilitation opportunities) of the community's constraints and opportunities for each Sector.

TASK THREE: IDENTIFICATION OF DEVELOPMENT SITE(S) WITHIN EACH SECTOR

3.1 Prioritizing Project Sites within each Sector

Each site area would include the preparation of a development budget and a time frame to establish the length of time for the implementation of the proposed project sites. On the basis of this information recommendations will be formulated by the Consultant Team to prioritize projects. The prioritization process would include the input from the residents and city staff, cost considerations, and any other considerations, such as property ownership or previously completed work in the area.

3.2 Property Acquisition Process

For each initial project site, the Consultant Team will categorize the properties for priority for acquisition (if acquisition of the property will be required).

3.3 Prepare Project Roles & Responsibilities Checklist

For each project site, a checklist will be prepared that will clearly outline the roles and responsibilities of each stakeholder involved in the project. The checklist for the initial project will include a time-line for implementation, as well as a list of resources needed to complete the project.

Deliverables: Report outlining recommended project sites, cost estimations, project prioritization & a roles & responsibilities checklist.

TASK FOUR: CONCEPTUAL URBAN DESIGN FRAMEWORK

4. 1 Urban Design Concept

As part of the Citizen Planning Team meeting, Urban Design Concepts such as streetscapes, right-a-way development, and design guidelines for new and rehabilitated housing development will be presented that will depict at least one development/redevelopment project per Sector that had been prioritized by the City and Community.

4.2 Streetscape Design

The Consulting Team will prepare cross sections for four (4) key transportation corridors in the Study Area that have been prioritized by the Community. The designs will include concepts for landscaping, streetscape, and any traffic calming that would be needed.

Design Concepts will depict the streetscape and landscaping theme for the difference type of streets in the area, i.e. commercial streets or residential streets. This will include sidewalks, street lighting, street trees, and special features related to traffic flow and traffic calming. The Consultant Team will design an overall conceptual theme for the project site(s), which will guide the development entities in creating harmony and "flow" within the designated blocks, through structure height and design. This task will include the following:

Photo documentation of the existing structures within the project site; and

The creation of conceptual sketches of the proposed designs.

Deliverable: Annotated site plan concepts (including photo documentation) for four (4) types of development or redevelopment sites in the study area, four (4) design concepts for key streets, and conceptual sketches of proposed designs.

TASK FIVE: PROJECT REPORT

5.1 Public Meeting

The Consultant Team will hold a Public Meeting to present the project recommendations in each sector to gain final input and recommendations. The public meeting will include a presentation, followed by a discussion period with the residents and stakeholders.

Deliverable: Meeting Summary

5.2 Final Project Report

Final Report, including an executive summary of the project and an evaluation component, will be provided to the City and the various stakeholders for review. Final presentation of the Report will be provided to the Client Team.

Deliverable: Ten **(10)** color original plans and one CD copy of the Final Report.

Riviera Beach Implementation Strategy Phase

Estimated Time: 60 days

On the basis of the Final Sector Plan Project Report, the Consultant Team will develop an **outline of key elements** for use in the Implementation Strategy Phase for each Sector. The outline of key implementation strategy elements will be designed to provide the City of Riviera Beach and community based non-profit organizations with a general frame-work for use in preparing to implement recommendations offered in the Sector Plan.

TASK ONE: PROPERTY ACQUISITION

1.1 Property Acquisition Procedure

In an effort to facilitate the acquisition of property needed for the proposed development recommendations, the Consultant Team will work with the community based development corporation to structure a property acquisition procedure. The procedure will include:

- Contacting property owner(s)
- Negotiating an exclusive right to purchase for a predetermined period of time
- Managing the close of escrow process

Deliverable: All activities on the property acquisition will be reported in monthly progress reports.

TASK TWO: ARCHITECTURAL DESIGNS FOR NEW CONSTRUCTION & VACANT STRUCTURE REHABILITATION

2.1 Design Guideline

The Consultant Team will provide a rendering of an architecturally compatible in-fill newly constructed home and a rehabilitated home and suggest key design components that should be followed in the design of both new construction and vacant structure rehabilitation for single-family homes.

Deliverables: One rendering each of a new infill single family house and house requiring rehabilitation. Each rendering will depict:

- Doors
- Windows
- Porches
- Roof pitch
- Exterior detailing
- Landscape features

TASK THREE: FINANCING ACQUISITION & STRATEGY

3.1 Researching Financing Options

The Consulting Team will provide the community based development corporation with a list of potential funding sources (conventional and non conventional) that would be applicable to the type of development anticipated for the prioritized projects in each Sector. The listing will include background on the funding entity, examples of the type of projects funded, application criteria, and address of the funder:

Because of the credit challenges that typically face many first-time homebuyers, a credit-counseling checklist will be developed to serve as a guide to any community based organization selected to serve the various sectors

Deliverable: Report outlining financing options for community development.

3.2 Outlining the Financing Strategy

The consultant team will work with Freddie Mac and participating local lenders, to developed a development budgets that includes potential funding sources and uses of funds.

Deliverable: Report outlining development budget scenarios using Freddie Mac mortgage products

3.4 Development of Schedule

The Consultant Team will work closely with the community based development corporation to develop a sample schedule for project implementation.

Deliverable: Schedule of Implementation

TASK FOUR: HOMEOWNERSHIP EDUCATION & COUNSELING

4.1 Creation of Homeownership Program

The Consultant Team will work with the community based development corporation to design an outline for a homeownership program. The outline will feature key benchmarks for Homeownership Program to follow..

Deliverable: A report describing the Homeownership Program outline

TASK FIVE: PROJECT IMPLEMENATION MANAUL

5.1 Implementation Manual

An outline of a manual designed to document the processes used as part of a successful Implementation Strategy. The Manual outline will provide the community based development corporation with a referenced documents for further research.

Deliverable: Report outlining key sections of an implementation manual to be used by a community based development corporation.

EXHIBIT B
PAYMENT SCHEDULE

The entire fee for the project is not to exceed $100,000. Payment is to be made per the following:

Subsequent to Development Phase Task Two being completed: $25,000 to be paid after submittal and approval of deliverables by Community Development Director.

Subsequent to Development Phase Task Four being completed: $25,000 to be paid after submittal and approval of deliverables by Community Development Director.

Subsequent to Development Phase Task Five being completed: $25,000 to be paid after submittal and approval of deliverables by Community Development Director.

Subsequent to Implementation Strategy Phase Task Five being completed: $25,000 to be paid after submittal and approval of deliverables by Community Development Director and final presentation of entire work product to the City Council.

Key Consulting Personnel

FIRM	NAME	TITLE
APD, Inc.	O. Jesse Wiles	President/Principal
APD, Inc.	Courtney Harris	Project Mgr/Planner
APD, Inc.	Ellis Maduka-Cain	Archt/Urban Design
APD, Inc.	Christina Montalvo	Planner
HDR, Inc.	Joe Ehardt	Principal/Architect
HDR, Inc.	Steve Schnell	Planner

RESOLUTION NO. 260-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF REPAIR PARTS AND OUTDOOR PLAYGROUND EQUIPMENT FROM GAMETIME IN THE AMOUNT OF $94,839.72; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE MATERIALS AND/OR SERVICE AGREEMENT AND MAKE PAYMENT FROM ACCOUNT 309-1234-572-0-6401; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is in dire need of replacing and enhancing its outdoor playground equipment at the City parks; and

WHEREAS, the City of Riviera Beach Recreation Department requires outdoor playground equipment at all the parks; and

WHEREAS, staff solicited bids from various vendors to provide outdoor playground equipment as well as State of Florida contract vendors for parks; and

WHEREAS, GameTime is a State of Florida contract vendor for parks; and

WHEREAS, GameTime has submitted proposals numbers 23141782, dated June 27, 2003 in the amount of $34,506.57; No. 231415701 dated June 17, 2003 in the amount of $33,882.00 and No. 231415601 in the amount of $26,451.15; and

WHEREAS, GameTime is offering a discount on such parts and equipment in accordance with its contract with the State of Florida.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the City Council approves the purchase of outdoor playground equipment from GameTime of Longwood, Florida for various parks located in the City of Riviera Beach per their quote No. 231417802 dated June 27, 2003 in the amount of $ 34,506.57, quote No. 231415701 dated June 17, 2003 in the amount of $33,882.00 and quote No. 231415601 in the amount of $ 26,451.15 for a grand total of $94,839.72; and per State of Florida Contract No. 650-001-04-1.

SECTION 2. That the Mayor and City Clerk are authorized to execute an Agreement with GameTime substantially similar to the attached.

SECTION 3. That City Council authorizes the Finance Director to pay this amount from Account No. 309-1234-572-0-6401.

SECTION 4. That this resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 17th day of DECEMBER, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER,
CHAIR PERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON
COUNCIL PERSON

ELIZABETH "LIZ" WADE
COUNCIL PERSON

ANN ILES
COUNCIL PERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	absent
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

FOR

PAMALA H. RYAN, CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 12/11/03

JLW/sdb
10/24/2003

RESOLUTION NO. 261-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF FOOD SUPPLY ITEMS FROM SYSCO FOR USE AT BARRACUDA BAY CONCESSION; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT WITH SYSCO; AUTHORIZING PAYMENT FROM ACCOUNT NUMBER 001-1236-572-0-5208; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach operates a Concession at Barracuda Bay; and

WHEREAS, SYSCO is a contract vendor for Palm Beach County School Board and provides food items in accordance with Palm Beach County School Board BID NO. 04C-5R; and

WHEREAS, SYSCO has agreed to provide food items to the City under the same terms and conditions as set forth in the Palm Beach County School Board BID NO. 04C-5R.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the City Council hereby authorizes the Parks and Recreation Department to purchase food items and supplies from SYSCO.

SECTION 2. The Mayor and City Clerk are authorized to execute an agreement with SYSCO substantially similar to the draft agreement attached.

SECTION 3. The Mayor and Finance Director are authorized to make payment from account number 001-1236-572-0-5208.

SECTION 4. This Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 17th day of December 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIR PERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

Ann Iles
ANN ILES
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	absent
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

FOR
PAMALA H. RYAN, CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 12/11/03

JLW/sdb
11/20/2003

RESOLUTION NO. 262-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT, ON BEHALF OF THE CITY OF RIVIERA BEACH, AN APPLICATION TO PALM BEACH COUNTY FOR RECEIVING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR ROADWAY RECONSTRUCTION IN THE AMOUNT OF $240,000 FOR FISCAL YEAR 2004-05.

WHEREAS, Palm Beach County receives Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development for the implementation and execution of certain activities and projects; and

WHEREAS, Palm Beach County is soliciting proposals for its Community Development Block Grant Program for fiscal year 2004-05; and

WHEREAS, The City of Riviera Beach has entered into an interlocal agreement with Palm Beach County for implementation of community development projects; and

WHERAS, The City of Riviera Beach has conducted a public meeting, obtained citizens input on community development projects and ranked those projects.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the City Council hereby approves the submission of an application to Palm Beach County for receiving Community Development Block Grant Funds for fiscal year 2004-05.

SECTION 2. That these funds be used for improving streets in the Northwest Neighborhood Strategy Area.

SECTION 3. That this project shall be priority number one for funding Consideration.

SECTION 4. That the City Manager is authorized to execute the application.

SECTION 5. That this resolution shall become effective upon its passage.

(The remainder of this page is intentionally left blank.)

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

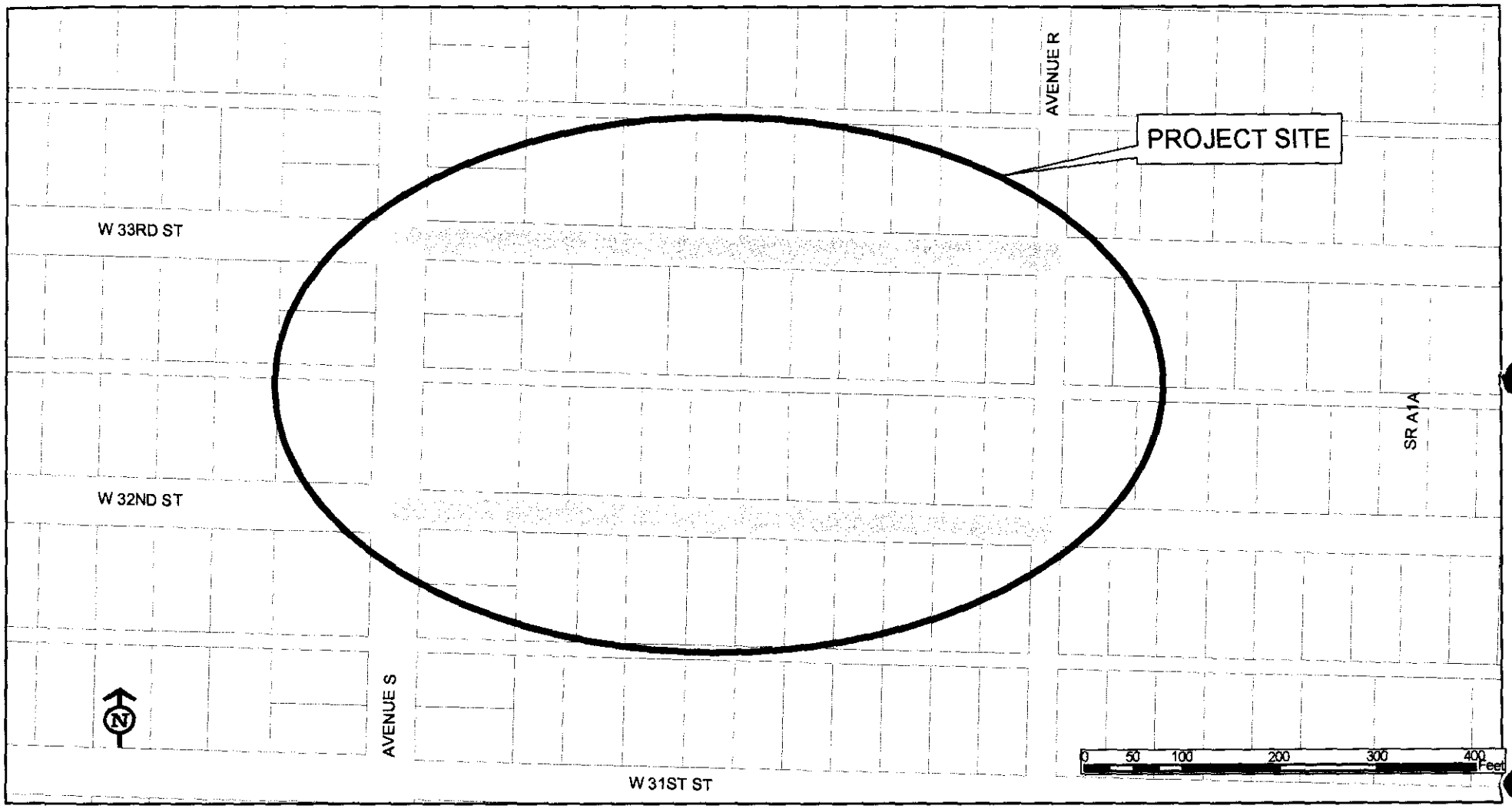
Motioned By: D. Wilson
Seconded By: A. Iles

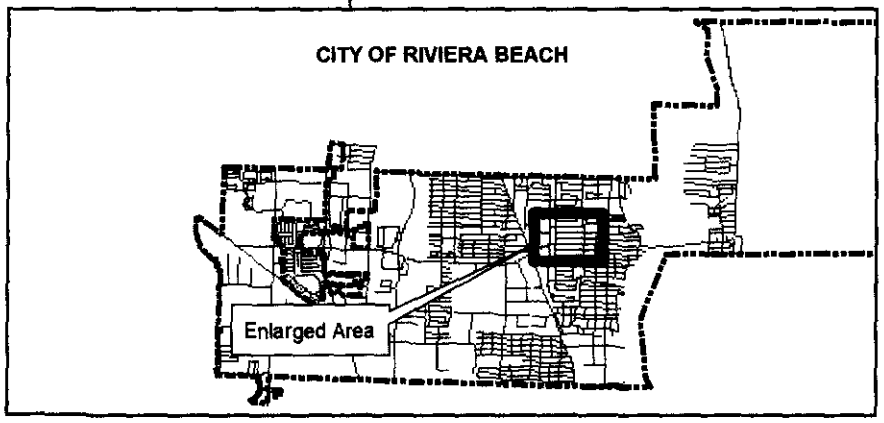
D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	absent
A. Iles	aye

Reviewed as to Legal Sufficiency

FOR
PAMALA HANNA RYAN, CITY ATTORNEY

Date: 12/10/03





LOCATION MAP
West 32nd and W. 33rd St..

Legend
- Parcel Boundary
- Street Center Line
- Municipal Boundary
- W. 32 and 33rd

Map Created on December, 2003
by the City of Riviera Beach Engineering Dept.
Ricardo Wiswell

D:projects/engineering/Morse Blvd/location map Morse Blvd.mxd

RESOLUTION NO. 263-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE RENEWAL OF THE OFF-SITE PARKING APPLICATION FROM THE PALM BEACH SHORES RESORT AND VACATION VILLAS, TO USE 40 PARKING SPACES LOCATED AT 2655 NORTH OCEAN DRIVE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-580, of the City of Riviera Beach Code of Ordinances establishes that off-site valet parking may be allowed by petition to the City of Riviera Beach City Council from a business that is located within the Town of Palm Beach Shores; and

WHEREAS, on December 18, 2002, the City Council approved the Palm Beach Shores Resort's (formerly know as the Radisson) application to use 40 parking spaces located at 2655 North Ocean Drive; and

WHEREAS, the Palm Beach Shores Resort has requested to renew their off-site parking application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Off-Site Parking Renewal application is approved for one year beginning December 17, 2003 and expiring December 17, 2004.

SECTION 2. This Resolution shall take effect immediately upon its approval.

PASSED and APPROVED this 17th day of December, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: D. Wilson
Seconded By: A. Iles

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	absent
A. Iles	aye

Reviewed as to Legal Sufficiency:

for
PAMALA HANNA RYAN, CITY ATTORNEY

Date: 12/10/03

KSTWSMA
7.08.03

RESOLUTION NO. 264-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE RENEWAL OF THE OFF-SITE PARKING APPLICATION FROM THE SAILFISH MARINA, TO USE 50 PARKING SPACES LOCATED AT 2655 NORTH OCEAN DRIVE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-580, of the City of Riviera Beach Code of Ordinances establishes that off-site valet parking may be allowed by petition to the City of Riviera Beach City Council from a business that is located within the Town of Palm Beach Shores; and

WHEREAS, on December 18, 2002, the City Council approved the Palm Beach Shores Resort's (formerly know as the Radisson) application to use 40 parking spaces located at 2655 North Ocean Drive; and

WHEREAS, the Palm Beach Shores Resort has requested renewal of their off-site parking permit at the current location.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Off-Site Parking Renewal application is approved for one year beginning December 17, 2003 and expiring December 17, 2004.

SECTION 2. This Resolution shall take effect immediately upon its approval.

SECTION 3. This Resolution shall take effect immediately upon passage.

PASSED and APPROVED this 17th day of December, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

Motioned By: D. Wilson
Seconded By: A. Iles

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	absent
A. Iles	aye

Reviewed as to Legal Sufficiency

FOR
PAMALA HANNA RYAN, CITY ATTORNEY

Date: 12/17/03

RESOLUTION NO. 265-03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE DEMOLITION OF A CITY OWNED BUILDING AT 47 WEST 23RD STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PALM BEACH COUNTY PROPERTY OWNER'S CONSENT AND AUTHORIZATION TO DEMOLISH FORM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach currently owns a building located at 47 West 23rd Street; and

WHEREAS, the City has received numerous complaints of vandalism and homeless individuals occupying the premises; and

WHEREAS, it is the desire of the City to initiate procedures to demolish the structure; and

WHEREAS, funding assistance by means of performing the demolition at no cost to the City is available through the Community Development Block Grant Program of Palm Beach County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA THAT:

SECTION 1. The City Council approves and authorizes the demolition of the City owned structure at 47 West 23rd Street.

SECTION 2. The City Manager is authorized to execute a Property Owner's Consent and Authorization to Demolish Form and submit to Palm Beach County.

SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 265-03
PAGE 2

PASSED AND APPROVED this 17th day of December, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: D. Wilson
SECONDED BY: A. Iles

D. SCHNYER:	aye
S. BLUE:	aye
D. WILSON:	aye
E. WADE:	absent
A. ILES:	aye

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE,
COUNCILPERSON

ANN ILES,
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

Kellie Killion For
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/9/03

PALM BEACH COUNTY HOUSING & COMMUNITY DEVELOPMENT

PROPERTY OWNER'S CONSENT AND AUTHORIZATION TO DEMOLISH AND DISPOSE OF A STRUCTURE FOR PROPERTIES WITHOUT MORTGAGES OR LIENS

I, THE UNDERSIGNED, warrant to the DEPARTMENT of HOUSING AND COMMUNITY DEVELOPMENT (HCD) OF PALM BEACH COUNTY, FLORIDA that I am the legal owner of said property situated in Palm Beach County, Florida, legally described as follows:

LEGAL DESCRIPTION:	NORTHVIEW PL 2 ADD LOTS 1 TO 14 & 27 TO 36 INC BLK 2
PROPERTY ADDRESS:	47 WEST 23RD STREET, RIVIERA BCH, FL **REAR BLDG BEHIND (2214 AVE E)**
PROPERTY CONTROL NUMBER:	56-43-42-28-24-002-0010
PROPERTY OWNER'S ADDRESS:	600 WEST BLUE HERON BLVD. RIVIERA BCH, FL

I FURTHER WARRANT to HCD, that there are no outstanding mortgages or other liens upon the property described above and the improvements thereon located.

I HEREBY AUTHORIZE HCD, to demolish and dispose of, as the County may see fit, the structure and all other improvements located on the property described above at the expense of the County.

AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability arising out of claims of mortgagees and lien holders with reference to the above mentioned property. FURTHER, AS CONSIDERATION FOR the County demolishing and removing such improvements, I indemnify and hold harmless the County of and from any and all liability, damages, penalties, suits, negligence, costs, claims or judgements arising from the demolishing and disposal of structures and all other improvements located on the property described above.

WHERE THE CONTEXT of this letter requires for clarity, the singular shall include the plural, the plural shall include the singular and the gender shall be interchangeable.

SIGNED, SEALED and DELIVERED this 19th day of December, 2003.

PROPERTY OWNER(S) OR AGENT*:

City of Riviera Beach

Name: WILLIAM E. WILKINS Signature: William E. Wilkins

CITY MANAGER

Name: _____ Signature: Carrie E. Leland

* IF BY AGENT, POWER OF ATTORNEY MUST ACCOMPANY THIS CONSENT FORM.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of December, 2003 by William E. Wilkins & Carrie E. Leland, who is personally known to me ~~or who has~~ produced _____ ~~as identification~~ and who did (did not) take an oath.

Notary Signature: Claudene L Robinson

Notary Name: _____

Notary Seal

Notary Public, State of Florida

OFFICIAL NOTARY SEAL
CLAUDENE L ROBINSON
~~COMMISSION NUMBER~~
MY COMMISSION EXPIRES
JUNE 29,2004

S:\SHELLS\DEMO\FORMS\OwnerConsentNoLien.WPD Effective 3/1/03

DEMOLITION QUESTIONNAIRE

PROPERTY ADDRESS:	47 23RD STREET RIVIERA BEACH, FL
LEGAL DESCRIPTION:	NORTHVIEW PL 2 ADD LOTS 1 TO 14 & 27 TO 36 INC BLK 2
PROPERTY CONTROL NUMBER:	56-43-42-28-24-002-0010
NUMBER OF STRUCTURES TO BE DEMOLISHED:	ONE structures
TOTAL FLOOR AREA OF STRUCTURES TO BE DEMOLISHED:	_____ square feet
NUMBER OF DWELLING UNITS TO BE DEMOLISHED:	_____ dwelling units
DESCRIPTION OF STRUCTURES TO BE DEMOLISHED AND TYPE OF CONSTRUCTION:	VACANT BLDG FORMER FIRE STATION

1. PROPERTY OWNER INFORMATION:

Submit copies of recorded deed, or other document evidencing ownership:

Property Owner(s) Name	Property Owner's Phone Number
CITY OF RIVIERA BEACH	(561) 845-4060 ( )

2. FOR PROPERTIES THAT ARE PARTIALLY OR ENTIRELY NON-RESIDENTIAL:

[x] entirely non-residential
[ ] partially non-residential

Describe the use of the property:

FORMER FIRE STATION

3. FOR PROPERTIES THAT ARE PARTIALLY OR ENTIRELY RESIDENTIAL:

[ ] entirely residential
[ ] partially residential

List all residential dwelling units that have been vacant for three months or more.

Unit No.	Date Last Occupied	Source of Information Used to Establish Date Last Occupied

Examples of information sources for date last occupied:

- Affidavit from property owner
- Date of utility cut off
- Date from notice to vacate unsafe structure
- Date of fire department report

List all residential dwelling units that have been vacant less than three months, then attach a Demolition Unit Worksheet for each dwelling unit listed.

Unit No.	Unit No.	Unit No.	Unit No.	Unit No.

4. FOR STRUCTURE(S) TO BE DEMOLISHED:

State the year built for each structure:

Year Built	Year Built	Year Built	Year Built	Year Built

For structures to be demolished built more than 50 years ago, submit the following for each:

- Demolition Justification and Historical Background Information sheet
- Two front view photos and two side view photos of each structure. Mount photos on Photographic Survey form.

For structures to be demolished built 50 years ago, or less, submit the following for each:

- One front view photo and one side view photo of each structure. Mount photos on Photographic Survey form.

5. CERTIFICATION OF AGENCY SUBMITTING THIS REQUEST:

The undersigned representative of the agency submitting this request certifies, in connection with the structures identified herein for demolition, that:

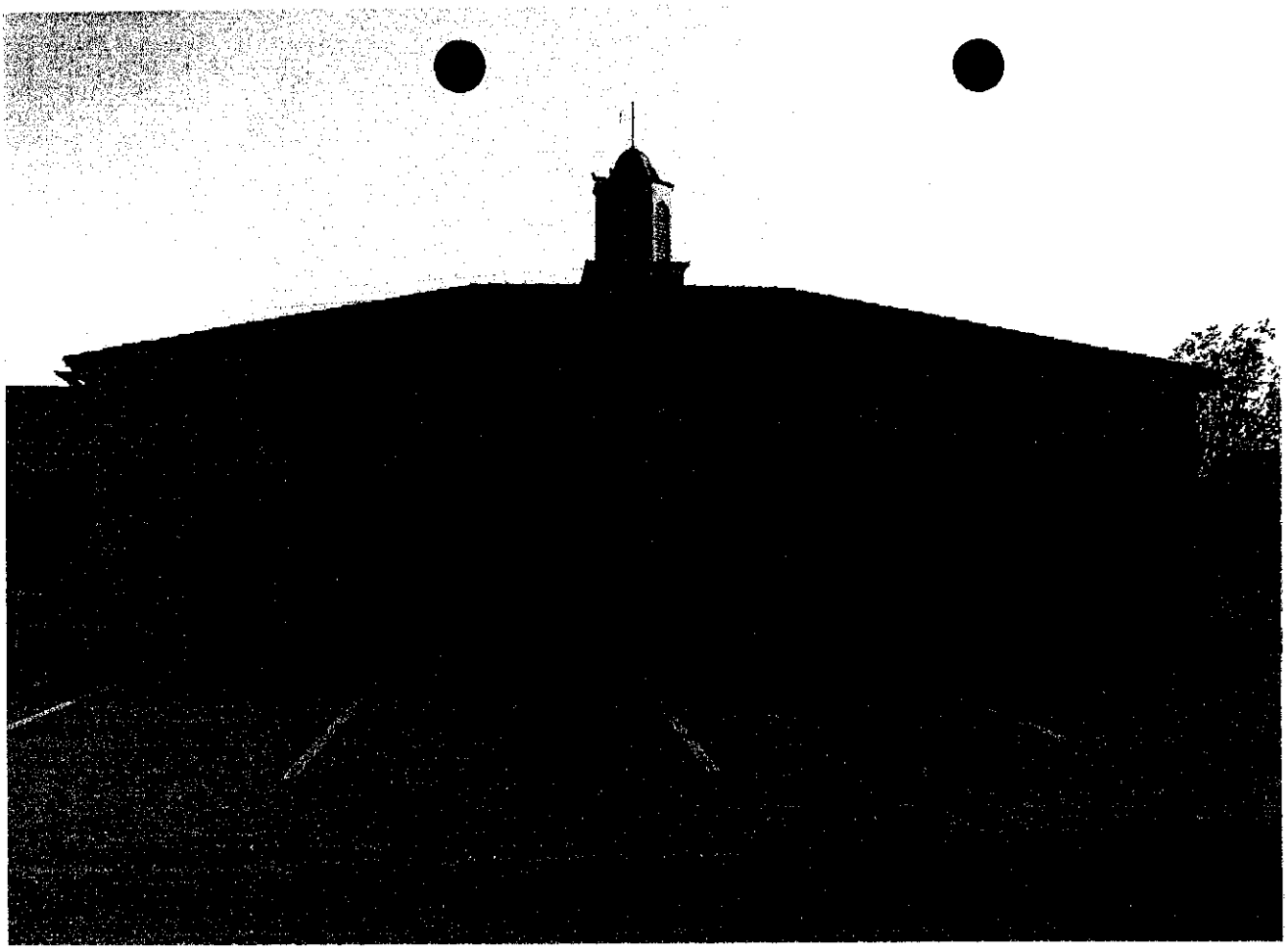
a. the structures to be demolished are owned by the property owners shown above,
b. the structures to be demolished are in a blighted condition, that is, these structures are in a state of physical decay that renders them in a substandard condition where rehabilitation is infeasible according applicable housing and building codes,
c. the structures to be demolished are vacant unoccupied structures,
d. the demolition of these structures will not result in the displacement of any owner or tenant residential or business occupant, and that
e. the last occupant has not been displaced as a result of government action associated with this demolition.

AGENCY NAME: CITY OF RIVIERA BEACH

AGENCY REPRESENTATIVE'S NAME: JOHN J GREEN TITLE: H.C.D. COORDINATOR

SIGNATURE: John J. Green DATE: 12/17/03

S:\SHELLS\DEMO\FORMS\DemoQuestionnaire.wpd Effective 3/1/03



Front

PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	

REHABILITATION
[ ]Before rehab
[ ]During rehab
[ ]After rehab

DEMOLITION
[ ]Before demo
[ ]After demo

REPLACEMENT
[ ]Before demo
[ ]After demo

DATE: _____

[ ]North side [ ]West side [ ]Living room [ ]Hall [ ]Bathroom [ ]Carport/garage [ ]Utility room
[ ]South side [ ]East side [ ]Dining room [ ]Kitchen [ ]Bedroom [ ]Other: _____

REHABILITATION
[ ]Before rehab
[ ]During rehab
[ ]After rehab

DEMOLITION
[ ]Before demo
[ ]After demo

REPLACEMENT
[ ]Before demo
[ ]After demo

DATE: _____

[ ]North side [ ]West side [ ]Living room [ ]Hall [ ]Bathroom [ ]Carport/garage [ ]Utility room
[ ]South side [ ]East side [ ]Dining room [ ]Kitchen [ ]Bedroom [ ]Other: _____

RESOLUTION NO. 266-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, AMENDING RESOLUTION NO. 250-03 BY THE ADDITION OF SECTION 3. AUTHORIZING THE CITY MANAGER TO APPROVE ALL REQUIRED PERMITS; FDOT AND OTHERS FOR THIS EVENT

WHEREAS, the Dr. Martin Luther King, Jr. (MLK) Committee has prepared and submitted to the City Council with the City Manager's approval, the schedule of activities for the 2004 Dr. Martin Luther King, Jr. Birthday Celebration commencing January 10, 2004 and ending February 18, 2004 that includes the renowned Bethune Cookman College Band (BCC) participating in the parade and the Battle of the Bands extravaganza; and

WHEREAS, the Committee has had several strategic planning workshop sessions individually and with involved parties to ascertain the amount of monies needed to budget this affair so that the business of the event is conducted on sound business principles and has determined the amount of $44,000 is necessary to operate the event and a total of $39,000 needs to be raised to offset the original City budget of $5,000; and

WHEREAS, the City has set aside $5,000 of funding for this event in the General Fund, General Administration – Recreation-Special Events Account; and

WHEREAS, additional funding will be raised through activities, fees for the parade, ads for the souvenir journal, and corporate sponsors; and

WHEREAS, the net proceeds from this project will be used towards future Dr. Martin Luther King, Jr. projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

Section 1. The Finance Director is hereby authorized to transfer $5,000 from the General Fund, General Administration Recreation – Special Events Account No. 001-0203-519-0-5507 to the Donations Fund.

Section 2. The Finance Director is hereby authorized to set up a budget 130 as follows:

RESOLUTION NO. 266-03
PAGE THREE

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE absent

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

ASSISTANT CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 12/12/03

12/10/03 mem

RESOLUTION NO. 267-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT 1200 WEST 24th STREET, MONROE HEIGHTS LTS 58-60, BLK 13, FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF $7,500.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located 1200 W. 24TH Street, Monroe Heights Lts 58-60 Inc., Blk 13 was found to be in violation of the City's Code of Ordinances on October 30, 2001, pursuant to Case No. CEB 02-019; and

WHEREAS, code enforcement liens were filed against the property for non-compliance with the Special Master's order; and

WHEREAS, Case No. CEB 02-019 is in compliance; and

WHEREAS, the property located at 1200 W. 24th Street is owned by K. L. & Marion W. Jones; and

WHEREAS, Mr. & Mrs. Jones would like the City to waive the fines; and

WHEREAS, staff recommends the City Council reject the offer presented by Mr. & Mrs. Jones and settle for no less than $7,500.00 which covers the administrative costs; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement liens; and

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement lien on the subject property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and are hereby incorporated herein.

Section 2. The City Council hereby accepts the sum of $7,500.00 as

consideration for the release of the Code Enforcement lien on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this Resolution shall become null and void.

Section 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED this 17th **day of** December**, 2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO- TEM

DONALD R. WILSON
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned By: S. Blue
Seconded By: A. Iles

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	absent
A. Iles	aye

Reviewed as to Legal Sufficiency

for
PAMALA HANNA RYAN, CITY ATTORNEY
Date: 12/8/03

RESOLUTION NO. 268-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT 341 WEST 28th STREET, BLUE HERON PARK PL 1 IN, LOT 11, BLK 2, FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF $1,250.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; property located 341 W. 28TH Street, Blue Heron Park Pl 1 In, lot 11, blk 2 was found to be in violation of the City's Code of Ordinances on September 19, 2001, pursuant to Case No. CEB 01-254; and

WHEREAS, code enforcement liens were filed against the property for non-compliance with the Special Master's order; and

WHEREAS, Case No. CEB 01-254 is in compliance; and

WHEREAS, the property located at 341 W. 28th Street is owned by Willie & Michelle Spradley; and

WHEREAS, Mr. & Mrs. Spradley would like the City to accept a settlement in the amount of $500.00; and

WHEREAS, staff recommends the City Council reject the offer presented by Mr. & Mrs. Spradley and settle for no less than $1,250.00 which covers the administrative costs; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement liens; and

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement lien on the subject property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and are hereby incorporated herein.

Section 2. The City Council hereby accepts the sum of $1,250.00 as

consideration for the release of the Code Enforcement lien on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this Resolution shall become null and void.

Section 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED this 17th **day of** December**, 2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

{MUNICIPAL SEAL}

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO- TEM

DONALD R. WILSON
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned By: S. Blue
Seconded By: A. Iles

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	absent
A. Iles	aye

Reviewed as to Legal Sufficiency

For
PAMALA HANNA RYAN, CITY ATTORNEY
Date: 12/8/03

RESOLUTION NO. 269-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES WITH PALM BEACH COUNTY RESOURCE CENTER, INC., TO PROVIDE PROFESSIONAL, MANAGERIAL AND TECHNICAL ASSISTANCE SERVICES TO SMALL BUSINESS OWNERS IN THE CITY OF RIVIERA BEACH, AND FURTHER, AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT NOT TO EXCEED $15,000 FROM ACCOUNT NO. 001-0203-5190-8200, "AID TO PRIVATE ORGANIZATION"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County Resource Center, Inc., provides professional, managerial and technical assistance to small business owners in the City of Riviera Beach; and

WHEREAS, Palm Beach County Resource Center, Inc., provides assistance in all aspects of business planning, compilation of loan/bonding packages, matching firms with opportunities, and procurement assistance; and

WHEREAS, Palm Beach County Resource Center, Inc., was selected based on its specialized skills and expertise; and

WHEREAS, the City desires to enter into a Contract for Consulting/Professional Services with Palm Beach County Resource Center, Inc., to provide these professional services at a cost not to exceed $15,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. The Mayor and City Clerk are hereby authorized to execute a Contract for Consulting/Professional Services with Palm Beach County Resource Center, Inc., to provide professional, managerial and technical assistance to small business owners in the City of Riviera Beach.

SECTION 2. The agreement period is December 1, 2003 to September 30, 2004.

SECTION 3. The Finance Director is authorized to make payment not to exceed $15,000 from Account No. 001-0203-5190-8200 "Aid to Private Organizations".

SECTION 4. A copy of the Contract for Consulting/Professional Services is attached hereto and made a part of this resolution.

SECTION 5. This resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 17th day of December, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

[MUNICIPAL SEAL]

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

DONALD R. WILSON
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson
SECONDED BY: A. Iles

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	absent
A. ILES	aye

[WEW:PDW:dpw.120403]

Approved as to legal sufficiency:

By: FOR
Pamala H. Ryan, City Attorney
Date: 12/12/03

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 17th day of December 2003, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Palm Beach County Resource Center

[ ] an individual, [ ] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is 65-0880746.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Small Business Assistance, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Contract shall be Mr. Bill Wilkins, City Manager, telephone number (561) 845-4010.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on December 1, 2003 and complete all services by September 30, 2004.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with the fee proposal set forth in Exhibit "B" attached hereto and incorporated by reference herein. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this contract, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized and invoiced separately. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANTS providing deliverables to the CITY in

pursuance of the scope of work contained in Exhibit "A", attached hereto and made part hereof.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

C. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the City of Riviera Beach Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged in the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The CONSULTANT agrees that that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT'S personnel (and all Subcontractors) while on City premises, will comply with all City requirements governing conduct, safety, and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - M/WBE PARTICIPATION

M/WBE shall have the opportunity to participate in this project. Proposers are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the City's policy, the CONSULTANT further agrees to hire other minority sub-contractors to work on this project.

In accordance with the City of Riviera Beach M/WBE Ordinance #2412, as amended, the CONSULTANT agrees to the M/WBE participation for this contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT incorporates Schedule 1 (Participation of M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar value of the M/WBE participation on Schedule 1 agreeing to perform the contract at the listed dollar value.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the City to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fill

contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City of Riviera Beach City Council.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000 per occurrence.

C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $500,000 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

E. The CONSULTANT shall maintain during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

F. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an Additional Insured".

ARTICLE 12 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the CONSULTANT, its agents, servants, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

The CONSULTANT shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONSULTANT.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a

party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that is has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by

a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES

The CONSULTANT warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and

documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services

within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S.287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the City of Riviera Beach.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Riviera Beach

c/o Mr. Bill Wilkins, City Manager

600 W. Blue Heron Blvd.

Riviera Beach, FL 33404

and if sent to the CONSULTANT shall be mailed to:

Palm Beach County Resource Center

2001 Broadway, Suite 250

Riviera Beach, FL 33404

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28- Modifications of Work.

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONSULTANT and the CONSULTANT shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONSULTANT shall repair, restore and make good, without additional without additional cost or expense to the CITY the work occasioned by any of the above causes before its completion and acceptance.

ARTICLE 32 – TIME

Time is of the essence in all respects under this agreement.

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 35 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

BY: _____
MICHAEL D. BROWN
MAYOR

CONSULTANT

BY: _____
NAME: Paul Skyers
TITLE: Executive Director

ATTEST:

BY: _____
CARRIE E. WARD, CITY CLERK,
CMC/AAE

12/17/03

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
CITY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
DEPARTMENT DIRECTOR

DATE: 12/11/03

ATTACHMENT I

PROPOSED SCOPE OF SERVICES
for
City of Riviera Beach Businesses

The PBCRC shall provide management and technical assistance to referrals from the City of Riviera Beach. PBCRC's services shall include but not be limited to technical assistance on all aspects of business planning, compilation of loan/bonding packages, matching firms with opportunities, and procurement assistance. Services may also include workshops and seminars.

Business Planning – under this service area, the PBCRC will consult with the City's referrals in an effort to complete a business plan for that individual's existing (or proposed) business. For some clients, the PBCRC's role may take the form of a mentor - in the instances where the client has the ability and the desire to compile his/her own business plan. The PBCRC will also assist in simple incorporations and in the compilation of joint-venture agreements.

Loan/Bonding Packages – pursuant to thorough and prudent determination of a prospective client's viability as an applicant for one or a combination of commercial financial products, the PBCRC will compile a package and submit it to an appropriate financial institution for review. The PBCRC will serve as liaison between the client and the financial institution throughout the entire process.

Matching Firms with Opportunities - the PBCRC will utilize all of its resources and inventory to match qualified Riviera Beach referrals with specific viable businesses, market and/or capital opportunities. This type of activity will be predicated upon a thorough investigation of the Riviera Beach referral's capacity and skill set(s).

Procurement Assistance – the PBCRC will provide assistance in compiling M/WBE and 8(a) Certification Packages, Estimating & Construction Take-offs, Bid Preparation, the issuance of "notices-to-owner", weekly access to a listing of region-wide bid opportunities for most disciplines.

Performance Indicators	*Goal*
Financial Pkgs. Approved	$100,000
Procurements Approved	$175,000
# of New Clients Assisted	8

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR MW
SUNCOA3

DATE (MM/DD/YYYY) 09/15/03

PRODUCER

SLATON INSURANCE
P.O. Box 3857
West Palm Beach FL 33402
Phone: 561-683-8383 Fax: 561-684-5995

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Palm Beach County Resource Center Inc.
2001 Broadway #250
Riveria Beach FL 33404

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	ESSEX INS CO	
INSURER B:	Colony Insurance Co.	
INSURER C:	Zenith Insurance Company	
INSURER D:	Citizens P&C Corporation	
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X NO/Hired inc in Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	BINDER $1,000,000	10/01/03	10/01/04	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 1,000 $ excluded $ 2,000,000 $ 1,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Z833481207	04/29/03	04/29/04	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100 000 $ 100 000 $ 500 000
A		OTHER Property Section	1CG2384	06/21/03	06/21/04	1000 ded	30000 cts
D		wind	1085472	06/21/03	06/21/04	3%	30000 cts

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITYOFR

CITY OF RIVIERA BEACH
William Wilikins
600 WEST BLUE HERON BLVD
RIVIERA BEACH FL 33404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATIO DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 198

EXHIBIT A

PROPOSED SCOPE OF SERVICES
for
City of Riviera Beach Businesses

The PBCRC shall provide management and technical assistance to referrals from the City of Riviera Beach. PBCRC's services shall include but not be limited to technical assistance on all aspects of business planning, compilation of loan/bonding packages, matching firms with opportunities, and procurement assistance. Services may also include workshops and seminars.

Business Planning – under this service area, the PBCRC will consult with the City's referrals in an effort to complete a business plan for that individual's existing (or proposed) business. For some clients, the PBCRC's role may take the form of a mentor - in the instances where the client has the ability and the desire to compile his/her own business plan. The PBCRC will also assist in simple incorporations and in the compilation of joint-venture agreements.

Loan/Bonding Packages – pursuant to thorough and prudent determination of a prospective client's viability as an applicant for one or a combination of commercial financial products, the PBCRC will compile a package and submit it to an appropriate financial institution for review. The PBCRC will serve as liaison between the client and the financial institution throughout the entire process.

Matching Firms with Opportunities - the PBCRC will utilize all of its resources and inventory to match qualified Riviera Beach referrals with specific viable businesses, market and/or capital opportunities. This type of activity will be predicated upon a thorough investigation of the Riviera Beach referral's capacity and skill set(s).

Procurement Assistance – the PBCRC will provide assistance in compiling M/WBE and 8(a) Certification Packages, Estimating & Construction Take-offs, Bid Preparation, the issuance of "notices-to-owner", weekly access to a listing of region-wide bid opportunities for most disciplines.

Performance Indicators	*Goal*
Financial Pkgs. Approved	$100,000
Procurements Approved	$175,000
# of New Clients Assisted	8

EXHIBIT B

FEE PROPOSAL
FOR
SMALL BUSINESS ASSISTANCE CONTRACT
WITH
THE CITY OF RIVIERA BEACH

Invoice Date	Service Performed	Estimated Invoice Amount
January 5, 2004	Work performed thru Dec. 31, 2003	**≥$1,500.00**
February 5, 2004	Work performed thru Jan. 31, 2004	**≥$1,500.00**
March 5, 2004	Work performed thru Feb. 28, 2004	**≥$1,500.00**
April 5, 2004	Work performed thru Mar. 30, 2004	**≥$1,500.00**
May 5, 2004	Work performed thru Apr. 30, 2004	**≥$1,500.00**
June 5, 2004	Work performed thru May. 30, 2004	**≥$1,500.00**
July 5, 2004	Work performed thru June. 30, 2004	**≥$1,500.00**
August 5, 2004	Work performed thru July. 31, 2004	**≥$1,500.00**
September 5, 2004	Work performed thru Aug. 31, 2004	**≥$1,500.00**
October 5, 2004	Work performed thru Sept. 30, 2004	**≥$1,500.00**

RESOLUTION NO. 270-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO CONDUCT THE FOURTH ANNUAL CITY OF RIVIERA BEACH JAZZ AND BLUES FESTIVAL ON THE MUNICIPAL BEACH, MARCH 26 AND MARCH 27, 2004 ON SINGER ISLAND; AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF $50,000 FROM THE GENERAL FUND CONTINGENCY AND ESTABLISH A BUDGET IN THE AMOUNT OF $350,000 FOR THE CITY OF RIVIERA BEACH JAZZ & BLUES FESTIVAL.

WHEREAS, the City of Riviera Beach has as a goal to develop a program to improve the overall image of the City through special events and programs involving large community participation in developing a cultural and entertainment niche for the City; and

WHEREAS, the City Manager has planned and desires to conduct the Fourth Annual City of Riviera Beach Jazz and Blues Festival on the Municipal Beach, Singer Island; and

WHEREAS, the Jazz and Blues Festival will be a ticketed event and vendors desiring to participate will be charged a special event fee; and

WHEREAS, the Jazz and Blues Festival requires staff support from Police, Fire, Public Works, Parks and Recreation and Waste Management; and

WHEREAS, the Jazz and Blues Festival funding is not to exceed $350,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. That the City Manager is authorized to conduct the Fourth Annual City of Riviera Beach Jazz and Blues Festival on the Municipal Beach, Singer Island.

SECTION 2. That the Finance Director is authorized to transfer funds in the amount of $50,000 from the General Fund Contingency and establish a budget in the amount of $350,000 for the City of Riviera Beach Jazz & Blues Festival as follows:

FOURTH ANNUAL JAZZ & BLUES FESTIVAL
2004 BUDGET

Revenue:

135-00-347401	Ticket Sales	$100,000
135-00-347404	Vendor Booth Sales	$ 15,000
135-00-347405	Sponsorships	$185,000
135-00-381001	Transfer General Fund	$ 50,000
		$350,000

Expenditures:

135-0202-572-0-1203	Overtime	$ 24,000
135-0202-572-0-3409	Prof. Serv. Entertainment	$169,000
135-0202-572-0-3410	Prof. Serv. Travel/Lodge	$ 9,000
135-0202-572-0-3411	Professional Services	$ 5,000
135-0202-572-0-4405	Stage/Sound/Light Support	$ 50,000
135-0202-572-0-4904	Advertising/Marketing	$ 60,000
135-0202-572-0-5201	Operating Supplies General	$ 33,000
		$350,000

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED AND ADOPTED this 17th day of December, 2003.

RESOLUTION NO. 270-03
PAGE THREE

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ATTEST

absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	absent
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

ASSISTANT CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 12/19/03

RTL/cw-12/09/03

RESOLUTION NO. 271-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AWARDING THE CONTRACT AGREEMENT TO CIRCLE OF ONE MARKETING OF MIAMI SHORES, FLORIDA, FOR MARKETING CONSULTANT SERVICES FOR THE CITY OF RIVIERA BEACH FOURTH ANNUAL JAZZ AND BLUES FESTIVAL AT A COST NOT TO EXCEED $60,000.00 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 135-0202-572-0-4904; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach requested companies to submit proposals for Marketing Consulting Services for the Riviera Beach 4th Annual Jazz and Blues Festival; and

WHEREAS, two (2) proposals were received and opened on October 27, 2003, and a selection committee evaluated each proposal and determined Circle Of One Marketing to offer the proposal that best addresses the Marketing Consulting needs of the City; and

WHEREAS, Circle Of One Marketing is sufficiently qualified to provide the needed service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. That the City accepts the proposal of Circle Of One Marketing to provide marketing consulting services for the City of Riviera Beach 4th Annual Jazz and Blues Festival.

SECTION 2. That the Mayor and City Clerk are authorized to execute an agreement with Circle of One Marketing of Miami Shores, Florida for Marketing/Consulting Services in an amount not to exceed $60,000.

SECTION 3. The City Council authorizes the Finance Director to make payment from the Advertising/Marketing Account No. 135-0202-572-0-4904.

APPROVED 17TH DAY OF DECEMBER, 2003.

RESOLUTION NO. 271-03
PAGE TW0

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	absent
A. ILES	aye

REVIEWED AS TO LEGAL SUFFICIENCY

ASSISTANT CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 12/15/03

RTL/cw-12/09/03

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 11th day of December, 2003, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Circle of One Marketing, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is 75-3017814.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional marketing consultation services for The City of Riviera Beach 4th Annual Jazz and Blues Festival as outlines in the CONSULTANT'S Proposal herein after referred to as Exhibit "A", attached hereto and incorporated by reference herein.

The CITY'S representative/liaison during the performance of this Contract shall be Mr. Robbie T. Littles, telephone number (561) 845-4035.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on December 17, 2003 and complete all services by April 2, 2004.

Work products, reports and other items shall be delivered or completed in accordance with the work plan outlined in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. Generally - The CITY agrees to compensate the CONSULTANT for services rendered not to exceed $60,000.00 as outlined in Exhibit "A", Schedule of Fees. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this contract, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized and invoiced separately. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANTS providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A", attached hereto and made part hereof.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

C. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the City of Riviera Beach Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged in the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The CONSULTANT agrees that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT'S personnel (and all Subcontractors) while on City premises, will comply with all City requirements governing conduct, safety, and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - M/WBE PARTICIPATION

M/WBE shall have the opportunity to participate in this project. Proposers are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the City's policy, the CONSULTANT further agrees to hire other minority sub-contractors to work on this project.

In accordance with the City of Riviera Beach M/WBE Ordinance #2412, as amended, the CONSULTANT agrees to the M/WBE participation for this contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT incorporates Schedule 1 (Participation of M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar value of the M/WBE participation on Schedule 1 agreeing to perform the contract at the listed dollar value.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the City to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City of Riviera Beach City Council.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000 per occurrence.

C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $500,000 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

E. The CONSULTANT shall maintain during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

F. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an Additional Insured".

ARTICLE 12 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the CONSULTANT, its agents, servants, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

The CONSULTANT shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONSULTANT.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by

certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that is has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES

The CONSULTANT warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S.287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the City of Riviera Beach.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Robbie T. Littles, Risk Manager

City of Riviera Beach

600 West Blue Heron Blvd.

Riviera Beach, FL 33404

and if sent to the CONSULTANT shall be mailed to:

Suzan McDowell

Circle Of One Marketing

9999 N.E. 2nd Avenue, Suite 116

Miami Shores, Florida 33138

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28- Modifications of Work.

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONSULTANT and the CONSULTANT shall take every necessary precaution against injury or damage to the work by the action of elements or from any

other cause whatsoever, and the CONSULTANT shall repair, restore and make good, without additional without additional cost or expense to the CITY the work occasioned by any of the above causes before its completion and acceptance.

ARTICLE 32 – TIME

Time is of the essence in all respects under this agreement.

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 35 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

AGREEMENT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

BY: _____
MICHAEL D. BROWN
MAYOR

CIRCLE OF ONE MARKETING

BY: _____
SUZAN MCDOWELL
PRESIDENT 12/11/03

ATTEST:

BY: _____
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN
CITY ATTORNEY

DATE: _____

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
ROBBIE T. LITTLES
RISK MGR./FESTIVAL COORDINATOR

DATE: _____

SCHEDULE OF FEES

Circle of One Marketing will provide the services previously outlined for 4th Annual Riviera Beach Jazz & Blues Festival.

The fee structured provided below is solely for the scope of work detailed in this RFP and includes our media cost estimates*

1.	Logo Exploration & Development:	$ 1,500
2.	Creative Design of Collateral Materials	$ 5,000
3.	Website Re-design	$ 2,500
4.	Radio	$ 12,000
5.	Newspaper	$ 6,000
6.	Cable	$ 3,000
7.	Outdoor Bulletin/Posters	$ 9,000
8.	Posters	$ 2,500
9.	Programs	$ 2,500
10.	Expenses	$ 500
11.	Consultation Fee	$ 15,500

Grand Total for a Successful Marketing Campaign: $ 60,000

EXPENSES

Expenses will include postage, long distance phone calls, faxing, materials etc.

* All media costs are our "best judgment" estimates. We believe them to be realistic.

All art work, logo's, creative materials and slogans presented for the purpose of this Request for Proposal for Public Relations and Marketing Services will remain the property of Circle of One Marketing and their affiliates and may not be used, reproduced or distributed without the express written consent of Circle of One Marketing.

Exhibit "A"

RESOLUTION NO. 272-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO COMPLETE THE NEGOTIATION OF THE SALE OF CITY OWNED PROPERTY ON THE WEST SIDE OF CONGRESS AVENUE, SOUTH OF BLUE HERON BOULEVARD AND NORTH OF MARTIN LUTHER KING, JR. BOULEVARD FOR RESIDENTIAL DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has ranked the two proposals received for the development of approximately 34.67 acres of City owned property; and

WHEREAS, it is beneficial to the City and the developers to expeditiously negotiate the appropriate agreement for sale and development of City owned land for the purpose of residential development; and

WHEREAS, the City Manager may require the use of outside legal counsel, engineering services, and other professional services essential to the negotiation and sale.

WHEREAS, the minimum sale price for the property is $4.8 Million.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA THAT:

SECTION 1. That the City Council hereby authorizes the City Manager to take all necessary actions to complete the negotiation for sale of City owned property on Congress Avenue for the development of residential property, including, but not limited to, outside legal counsel and engineering services.

SECTION 2. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 17th **day** December, **2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

[Municipal Seal]

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

DONALD R. WILSON
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

ANN ILES
COUNCILPERSON

Motioned by: S. Blue
Seconded by: A. Iles

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	absent
A. ILES	aye

[PDW.dpm080603]

Approved as to legal sufficiency

By: FOR
Pamala H. Ryan
City Attorney

12/17/03